
State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LII0504040714R		

Filing at a Glance

Company:	Underwriters at Lloyd's, London
Product Name:	Medical Professional Liability Rate Filing
State:	Illinois
TOI:	11.2 Med Mal-Claims Made Only
Sub-TOI:	11.2007 Dentists - Oral Surgeons
Filing Type:	Rate
Date Submitted:	04/07/2014
SERFF Tr Num:	LLIL-129478245
SERFF Status:	Closed-Filed
State Tr Num:	
State Status:	Under Review
Co Tr Num:	LII0504040714R
Effective Date	04/07/2014
Requested (New):	
Effective Date	04/07/2014
Requested (Renewal):	
Author(s):	Tom Oberwetter, John Dinges, Bill Wallace, Kenneth Maier, Terry Tyrpin
Reviewer(s):	Gayle Neuman (primary), Caryn Carmean, Julie Rachford
Disposition Date:	05/05/2014
Disposition Status:	Filed
Effective Date (New):	05/12/2014
Effective Date (Renewal):	05/12/2014
State Filing Description:	
ROUTED	4/29/14

State: Illinois
TOI/Sub-TOI: 11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons
Product Name: Medical Professional Liability Rate Filing
Project Name/Number: /LII0504040714R

Filing Company: Underwriters at Lloyd's, London

General Information

Project Name: Status of Filing in Domicile:
Project Number: LII0504040714R Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 05/05/2014
State Status Changed: 04/29/2014 Deemer Date:
Created By: John Dinges Submitted By: John Dinges
Corresponding Filing Tracking Number:

Filing Description:

This is a rate filing for medical malpractice coverage in relation to a forms filing submitted on March 27, 2014 to the Department as described in the filing letter in the 'Supporting Documentation' tab in this SERFF filing.

Company and Contact

Filing Contact Information

John Dinges, Senior Compliance Analyst john.dinges@lloyds.com
181 West Madison 312-407-6210 [Phone]
Suite 3870 312-407-6229 [FAX]
Chicago, IL 60602

Filing Company Information

Underwriters at Lloyd's, London CoCode: 15792 State of Domicile: Illinois
181 West Madison Group Code: Company Type:
Suite 3870 Group Name: State ID Number: 15792
Chicago, IL 60602 FEIN Number: 36-1404320
(312) 407-6200 ext. [Phone]

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: Yes

Company	Amount	Date Processed	Transaction #
Underwriters at Lloyd's, London	\$100.00	04/07/2014	81026647

State Specific

Refer to our checklists prior to submitting filing (http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp): Done

Refer to our updated (04/06/2007) SERFF General Instructions prior to submitting filing. They have been updated to clarify what rates and rules are required to be filed as well as what rates and rules are not required to be filed. Also, the "Product Name" is the Filing Title and not the Project Number.: Done

NO RATES and/or RULES ARE REQUIRED TO BE FILED FOR LINES OF COVERAGE SUCH AS COMMERCIAL AUTO (except taxicabs), BURGLARY AND THEFT, GLASS, FIDELITY, SURETY, COMMERCIAL GENERAL LIABILITY, CROP

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
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HAIL, COMMERCIAL PROPERTY, DIRECTORS AND OFFICERS, ERRORS AND OMISSIONS, COMMERCIAL MULTI PERIL just to mention a few. However, a Summary Sheet (RF-3) is required to be filed. Please refer to the State Specific Field below for what rates/rules are required to be filed and to our checklists for specific statutes, regulations, etc. :

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp .: Noted

Medical Malpractice rates/rules may now be submitted using SERFF effective January 1, 2012.: Done

The only rates and/or rules that are required to be filed are Homeowners, Mobile Homeowners, Dwelling Fire and Allied Lines, Workers' Compensation, Liquor Liability, Private Passenger Automobiles, Taxicabs, Motorcycles and Group Inland Marine Insurance which only applies to insurance involving personal property owned by, being purchased by or pledged as collateral by individuals, and not used in any business, trade or profession per Regulation Part 2302 which says in part, "each company shall file with the Director of Insurance each rate, rule and minimum premium before it is used in the State of Illinois.": Noted

When selecting a form filing type for a multiple form filing, use the dominant type from these choices: APP - application; CER - certificate; COF - coverage form; DPS - declaration page; END - endorsement; POJ - policy jacket; ORG - Companies adopting an Advisory or Rating Organization's filing. Example: If you are submitting a policy as well as endorsements, a declaration page and an application, you would select "POL" for policy.: N/A

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LII0504040714R		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Gayle Neuman	05/05/2014	05/05/2014

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Gayle Neuman	04/28/2014	04/28/2014
Pending Industry Response	Gayle Neuman	04/22/2014	04/22/2014

Response Letters

Responded By	Created On	Date Submitted
John Dinges	04/28/2014	04/28/2014
John Dinges	04/25/2014	04/25/2014

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
effective date	Note To Reviewer	John Dinges	05/02/2014	05/02/2014
effective date	Note To Filer	Gayle Neuman	05/02/2014	05/02/2014
National Dental Purchasing Group	Note To Filer	Gayle Neuman	04/23/2014	04/23/2014
Actuarial Review	Reviewer Note	Caryn Carmean	05/01/2014	

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LII0504040714R		

Disposition

Disposition Date: 05/05/2014
Effective Date (New): 05/12/2014
Effective Date (Renewal): 05/12/2014
Status: Filed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Explanatory Memorandum		Yes
Supporting Document	Form RF3 - (Summary Sheet)		Yes
Supporting Document	Certification		Yes
Supporting Document (revised)	Manual		Yes
Supporting Document	Manual		Yes
Supporting Document	Manual		Yes
Supporting Document	Request to Maintain Data as Trade Secret Information		Yes
Supporting Document	Redline		Yes

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LII0504040714R		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/28/2014
Submitted Date	04/28/2014
Respond By Date	05/05/2014

Dear John Dinges,

Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

The name on the manual still indicatest the National Purchasing Dental Group.

Conclusion:

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LII0504040714R		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/22/2014
Submitted Date	04/22/2014
Respond By Date	04/30/2014

Dear John Dinges,

Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?

Are class codes II, V, VII and VIII also ineligible?

Company Bulletin 2011-05 indicates no scheduled debit or credit shall take effect until the evidence supporting the adjustment is in the appropriate policy file or other files of the insurer.

Any injury caused by any insured while (1) legally intoxicated resulting from alcohol use, as defined in the jurisdiction where the injury occurs and which is measured by a medical doctor or person in law enforcement; or (2) under the influence of medication, narcotics, or any other controlled substances is excluded. However, this exclusion will not apply if such medication, narcotics, or other controlled substances are being used under the supervision of a physician, and in accordance with the physician's directions.

The Country Wide Schedule Rating Factors should reflect only the +/-25% debit and credit - +/-40% is not allowed.

The rate manual pages failed to reflect any page numbers or edition dates.

Conclusion:

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LIIO504040714R		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/28/2014
Submitted Date	04/28/2014

Dear Gayle Neuman,

Introduction:

Dear Ms. Neuman,

Response 1

Comments:

Attached is the revised manual. The only change that has been made is to update the name of the RPG.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied - Item:	Manual
Comments:	Please see the attached rate manual for this program.
Attachment(s):	Underwriting Rates and Guidelines Beazley Dentist v4 04.28.14.pdf
Previous Version	
Satisfied - Item:	Manual
Comments:	Please see the attached rate manual for this program.
Attachment(s):	Underwriting Rates and Guidelines Beazley Dentist v4 0414 Clean.pdf
Previous Version	
Satisfied - Item:	Manual
Comments:	Please see the attached rate manual for this program.
Attachment(s):	Underwriting Rates and Guidelines Beazley Dentist v 3 07Mar14.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

SERFF Tracking #:	LLIL-129478245	State Tracking #:		Company Tracking #:	LI0504040714R
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State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LI0504040714R		

Please contact me if you have any questions.

Sincerely,

John Dinges

Sincerely,

John Dinges

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LII0504040714R		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/25/2014
Submitted Date	04/25/2014

Dear Gayle Neuman,

Introduction:

Dear Ms. Neuman,

Response 1

Comments:

Regarding your 'Note to Filer', we have been advised that the name of the Risk Purchasing Group is 'National Programs Purchasing Group', who are a registered RPG with the state. Apparently, the name I previously provided you with is the old name of the RPG.

In response to the objections raised with this filing, Beazley Syndicate has advised us that they have a plan for gathering and reporting statistics. The reporting body will be ISO.

We have been advised by Beazley Syndicate that classes II, V, VII and VIII are also ineligible.

Beazley Syndicate confirms that in accordance with Company Bulletin 2011-05 that no scheduled debits or credits will be applied without supporting evidence justifying such applicaiton which will be held in the underwritng file.

Regarding the objection relating to injury casued by any insured while intoxicated, etc., can you please further clarify this objection as there is nothing in the manual that violates this requirement?

The remaining objections have been complied with per the attached revised manual. In addition, for your ease of reference, attached is a redline version of the manual. However, please note that the redline version does not show the addition of the page numbers or the edition date of the manual - all other changes should be highlighted.

Changed Items:

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LIIO504040714R		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Manual
Comments:	Please see the attached rate manual for this program.
Attachment(s):	Underwriting Rates and Guidelines Beazley Dentist v4 0414 Clean.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Manual</i>
Comments:	<i>Please see the attached rate manual for this program.</i>
Attachment(s):	<i>Underwriting Rates and Guidelines Beazley Dentist v 3 07Mar14.pdf</i>

Supporting Document Schedule Item Changes	
Satisfied - Item:	Manual
Comments:	Please see the attached rate manual for this program.
Attachment(s):	Underwriting Rates and Guidelines Beazley Dentist v4 0414 Clean.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Manual</i>
Comments:	<i>Please see the attached rate manual for this program.</i>
Attachment(s):	<i>Underwriting Rates and Guidelines Beazley Dentist v 3 07Mar14.pdf</i>

Satisfied - Item:	Redline
Comments:	Attached is a redline version of the manual.
Attachment(s):	Underwriting Rates and Guidelines Beazley Dentist v4 0414 redline.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Please contact me if you have any questions.

Sincerely,

John Dinges

Sincerely,

John Dinges

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LII0504040714R		

Note To Reviewer

Created By:

John Dinges on 05/02/2014 11:31 AM

Last Edited By:

Gayle Neuman

Submitted On:

05/05/2014 08:47 AM

Subject:

effective date

Comments:

Dear Ms. Neuman,

Per your 'Note to Filer', we've been advised by the underwriter at Beazley Syndicate that the program can become effective on Monday, May 12, 2014 as there has been no business written.

Please contact me if you have any other questions.

Sincerely,

John Dinges

State: Illinois**Filing Company:** Underwriters at Lloyd's, London**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons**Product Name:** Medical Professional Liability Rate Filing**Project Name/Number:** /LII0504040714R

Note To Filer

Created By:

Gayle Neuman on 05/02/2014 08:41 AM

Last Edited By:

Gayle Neuman

Submitted On:

05/05/2014 08:47 AM

Subject:

effective date

Comments:

The Department of Insurance has now completed its review of this filing. You previously requested the filing be effective April 7, 2014. Was the filing put in effect on that date or do you wish to have a different effective date? Your prompt response is appreciated.

State: Illinois**Filing Company:** Underwriters at Lloyd's, London**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons**Product Name:** Medical Professional Liability Rate Filing**Project Name/Number:** /LII0504040714R

Note To Filer

Created By:

Gayle Neuman on 04/23/2014 08:52 AM

Last Edited By:

Gayle Neuman

Submitted On:

05/05/2014 08:47 AM

Subject:

National Dental Purchasing Group

Comments:

We do not have a National Dental Purchasing Group registered. We have a National Dental Professional Liability Purchasing Group, but that is not the entity listed on the forms. Please advise.

State: Illinois**Filing Company:** Underwriters at Lloyd's, London**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons**Product Name:** Medical Professional Liability Rate Filing**Project Name/Number:** /LII0504040714R

Reviewer Note

Created By:

Caryn Carmean on 05/01/2014 03:29 PM

Last Edited By:

Gayle Neuman

Submitted On:

05/05/2014 08:47 AM

Subject:

Actuarial Review

Comments:

Actuarial Review Completed

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LII0504040714R		

Supporting Document Schedules

Satisfied - Item:	Explanatory Memorandum
Comments:	Please see the attached filing letter.
Attachment(s):	LII 504 Rate Filing Letter April 2014.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Form RF3 - (Summary Sheet)
Bypass Reason:	Not applicable as this is a new program to Lloyd's.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Certification
Comments:	Please see the attached actuarial memo on behalf of Beazley Syndicate and the actuarial certification exhibit.
Attachment(s):	Beazley Syndicate Dental Actuarial Memo.pdf IL Actuarial Cert For Med Mal Rates.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Manual
Comments:	Please see the attached rate manual for this program.
Attachment(s):	Underwriting Rates and Guidelines Beazley Dentist v4 04.28.14.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Request to Maintain Data as Trade Secret Information
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Redline
Comments:	Attached is a redline version of the manual.
Attachment(s):	Underwriting Rates and Guidelines Beazley Dentist v4 0414 redline.pdf
Item Status:	

SERFF Tracking #:	LLIL-129478245	State Tracking #:		Company Tracking #:	LII0504040714R
State:	Illinois	Filing Company:	Underwriters at Lloyd's, London		
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons				
Product Name:	Medical Professional Liability Rate Filing				
Project Name/Number:	/LII0504040714R				
Status Date:					

April 7, 2014

Mr. Andrew Boron, Director
Illinois Department of Insurance
320 West Washington Street
Springfield, Illinois 62767-0001

Attn: Property and Casualty Compliance Unit

Re: Underwriters at Lloyd's, London
FEIN Number : 36-1404320
Filing Number : LII0504040714R
Classification : Medical Professional Rate filing for the forms filing submitted on March 27, 2014 under Company Tracking Number LII0504032614TT, SERFF Tracking Number LLIL-129472188

Effective Date: Immediately

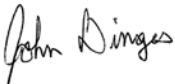
Dear Mr. Boron:

In accordance with Section 215 ILCS 5/155.18 of the Illinois Insurance Code, we submit the enclosed rate filing as referenced above for your review and consideration.

The enclosed rate filing is in conjunction with the forms filing that was submitted by our office on March 27, 2014 under Company Tracking Number LII0504032614TT, SERFF Tracking Number LLIL-129472188. Enclosed is a comprehensive rating manual, as well as an Actuarial Memorandum from an actuary at Martin and Company on behalf of Beazley Syndicate, who are a Syndicate at Lloyd's. Also attached is the signed Illinois Certification for Medical Malpractice Rates exhibit.

This is a new Dentist and Oral Surgeons program to Lloyd's that was previously written by CNA Insurance Company. Please review this filing and advise me of your decision. Contact me with any questions you may have.

Sincerely,



John Dinges, CPCU, ARM, ARe
Assistant Manager, Compliance
Lloyd's Illinois, Inc.
for Underwriters at Lloyd's, London
Telephone (312) 407- 6210
Email john.dinges@lloyds.com

Certain Underwriters at Lloyd's
Dental Professional Liability Program

ACTUARIAL MEMORANDUM

On behalf of Certain Underwriters at Lloyd's, (the "Company"), we would like to submit new rates, rules, policy form, endorsements, and application associated with our Dental Professional Liability Program. Since this is a new program filing for which the Company has not previously written any business there is no premium impact associated with this filing.

This program will provide professional liability coverage on a claims-made basis for the following classes of dentists:

Class I Dentists who perform dentistry on patients who have been treated with local anaesthesia and/or oral medication and/or nitrous oxide/oxygen sedation and/or conscious sedation. Does not apply to treatment involving any general anaesthesia or deep sedation unless administered in a hospital or state licensed and regulated surgical centre. Dental radiologists are also included.

Class VI Professional Corporations or Partnerships

Both classes are permitted to include professional corporations, board exam applicants, dental students, locum tenens, and volunteer dentists.

As the Company has no loss experience to support the proposed rates, the program and associated rating plan was developed based on a review of CNA's Dental Professional Liability Program approved by Illinois on 10/02/2012 (SERFF# CNAC-128466825). CNA's professional liability rates were unchanged in that filing and those rates were originally filed in CNA's "Our File # 08-R2220 REV," which was marked "Filed" by Illinois on 12/21/2009. Those CNA rates, multiplied by CNA's permissible loss and LAE ratio, become the provision for loss costs underlying the Company's filed rates.

We did not find a permissible loss and LAE ratio developed for CNAC-128466825. The permissible loss and LAE ratio underlying CNA's "Our File # 08-R2220 REV" is 70.1%, which CNA developed in Exhibit II, Sheet 3. The Company's Exhibit 1 included herein outlines the company's pro-forma permissible loss and LAE ratio, which is also 70.1%. Therefore, having developed the same permissible loss and LAE ratio, and having the same de facto loss costs, the Company develops rates identical to CNA's.

The Company believes these rates are not excessive, inadequate, or unfairly discriminatory.

ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

(215 ILCS 5/155.18) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Adrian Cox, a duly authorized officer of Beazley Furlonge Limited, am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

I, Brian Fernandes, a duly authorized actuary
of Martin and Company am authorized to certify
on behalf of Certain Underwriters at Lloyd's making this filing that the company's rates are
based on sound actuarial principles and are not inconsistent with the company's experience, and
that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that
are the subject of this filing.

Creep 4/3/14
Signature and Title of Authorized Insurance Company Officer Date

Brian Hernandez, ACAS, MAAA 4/4/14
Signature, Title and Designation of Authorized Actuary Date

Insurance Company FEIN ____ - ____ - ____ Filing Number _____

Insurer's Address _____

City _____ State _____ Zip Code _____

Contact Person's:
-Name and E-mail _____

Direct Telephone and Fax Number _____

Underwriting Process & Rating Requirements for the Professional Liability Program for members of the National Programs Purchasing Group as administered by B&B Protector Plans, Inc (B&B)

This document provides processing procedures for Underwriters with respect to applications, quoting, binding coverage, backdating, policy issuance and cancellation. It also provides guidance on the rule for rating individual risks. The detailed procedures are listed below.

Underwriting Process Requirements

A. Application Review

1. A Underwriters (or as agreed) application must be completed and signed by each applicant. Faxed applications and signatures are acceptable.
2. Applications may not be completed in pencil
3. All applications must be date stamped or electronically logged on the date of receipt.
4. All applications must be signed and dated by a director or officer of the applicant. The signature date must be current.

B. Quoting

1. Quotes must be issued in writing on B&B letterhead and using the appropriate quote templates within your system. Changes to the master templates must be approved by Underwriters before being implemented.
2. Quotes must clearly indicate that Underwriters at Lloyd's is the issuing carrier.
3. Quotes may only be valid for thirty (30) days. Renewal quotes may be extended, subject to a "no known claims" letter issued by the Insured, however an extension may not be granted beyond thirty (30) days past the expiration date.
4. The following wording must be attached to all original quotes: "This quotation is valid through MM/DD/YYYY, after which it will be void"
5. Quotes must include a disclaimer indicating that the terms and conditions offered may differ from the applicant's prior policy or from what the agent has requested on their submission.

C. Binding coverage

1. A written order to bind coverage must be received from the broker/agent.
2. Backdating coverage is only permissible up to a maximum of fifteen (15) days without prior approval from Underwriters. A letter, on the applicant's letterhead, indicating no known losses or circumstances that could give risk to a loss must be obtained.

3. Policies must be issued within thirty (30) days after issuance of the binder. **NOTE** our minimum target is that binders are issued prior to the inception of a policy and policies are issued within 7 days of the binder.
4. Any document issued by B&B to an Insured evidencing insurance must be for informational purposes only. A "Certificate of Insurance" document issued by B&B does not effect, amend, extend or alter the coverage afforded by Underwriters.
5. New Business: if an application is received more than sixty (60) days prior to the requested effective date, B&B must request a written statement from the applicant attesting that none of the information on or submitted with the application has changed. If any of the material information has changed then the applicant must be requested to complete a new application.
6. Renewals:
 - a) Current claims information to be requested from Underwriters 120 days prior to expiration. If a non renewal is considered appropriate, the notice of non renewal must be completed and sent certified registered mail to the last known address of the Insured. The non renewal notice must be mailed in compliance with the requirements of each state and the policy provisions.
 - b) 90 days prior to expiration, each account not identified for non renewal must be sent an application to complete and return.
 - c) Renewal applications received after the expiration of the policy will be acceptable for up to two weeks (14 days). Any late application between two and four weeks (14-28 days) must provide a "no known claims" letter on the applicants' letterhead attesting that the Insured is not aware of any claims or incidents that may give rise to a claim, occurring between the expiration date and the date of late application . Late applicants in excess of 28 days must be referred to Underwriters. If the renewal application is not received by the expiration date of the current policy period, B&B must attempt to contact the Insured (or the Insured's agent) to advise of the potential lapse in coverage.

D. Policy issuance.

1. A policy may only be issued upon receipt of a completed and signed application and upon meeting the underwriting criteria in this manual.
2. All sections of the Declaration Page must be completed; including a listing of all forms attached to the Declaration Page.
3. The Named Insured must be clearly listed on the Declaration Page.

E. Endorsements

1. Subject to individual authority, Underwriters may use the endorsements pre-approved by Underwriters for use in this program at their discretion.

2. Manuscript wordings that broaden coverage or terms must be approved by Underwriters.

F. Cancellation/Non renewal

1. Cancellation and non renewal notification must comply with the policy provisions, unless the policy is otherwise endorsed.
2. Notification of cancellation and non renewal must be sent to the Named Insured at the address last known.
3. Cancellations must be evidenced by a Cancellation endorsement. The original must be sent to the Insured and a copy attached to the underwriting file.

Rating Rules

A. Application of rules

These rules govern the B&B Dentists Professional Liability Program written for Underwriters by B&B

B. Premium rules

1. The premium basis is per Full Time Equivalent (FTE)The rates must be in accordance with the rates and rules shown herein.
2. The premium is computed at policy inception using the rules, rates and rating plans in effect at that time. At each renewal, the premium is computed using the rules, rates and rating plans in effect at that time.
3. The summation of all premium credits cannot exceed 25% for any Insured.
4. Premium rates are annual and are subject to pro-ratio when a policy is issued for other than 12 months. Policies issued for more than eighteen (18)months must be first approved by Underwriters.
5. Premiums are calculated as specified for the respective coverage. Premium amounts are to be rounded to the nearest whole dollar.

AVAILABLE COVERAGES UNDER THIS PROGRAM ARE:

A. Professional Liability on a claims-made basis basis.

Required coverages under professional liability are:

1. Special Extra Expense (HIV);
2. Defense Coverage - Dental Professional Licensing Board; and
3. Employment Practices Liability - \$25,000 per Claim/\$25,000 Aggregate Defense Coverage*

* Note: This is always charged at \$60 per head

4. Defendant's Reimbursement - \$500 per day, and \$5,000 per suit

ELIGIBILITY GUIDELINES

- The general guidelines for eligibility in the National Programs Purchasing Group are as follows:
- All risks must be located in the United States and its territories (Puerto Rico and the Virgin Islands). This applies to primary and additional locations involved in the doctor's practice.
- Risks classified under class codes I. and VI.
- Dentists must hold a current temporary or permanent dental license in the state(s) of his/her practice. (Exception: Board coverage, States where evidence of insurance is required for licensure).
- Non-licensed dental students must be enrolled in an accredited dental program.
- Dentists must be in an individual or group practice, licensing facility, dental school or State Dental Society.
- If the dentist is a member of a group practice, partnership, or professional corporation or association, or has any ownership interest in the practice, the entire group should be insured with Underwriters under the same policy with the same limits of liability and expiration date.
- If a Group practice, the number of dentists to be eligible for this program shall be 10.
- The dentist must have a favourable loss history.

Existing insureds who no longer meet these requirements are ineligible for coverage at renewal.

INELIGIBLE EXPOSURE /PROCEDURES

- Risks classified under Classes III., IV, IX, X, XI and XII
- Prior Acts over a gap in coverage.
- Any new business submission or renewal for dentists who perform Maxillofacial surgery, plastic surgery, practice anaesthesiology or perform operations under general anaesthetic.
- Any new business submission or renewal for dentists who perform the 'Sargenti', paste filled or similar endodontic technique or existing insureds who begin using the technique.

Note: We may consider writing a new business submission or renewal of an existing insured if a letter is submitted indicating that the dentists will no longer perform the "Sargenti", paste filled or similar endodontic technique_ The Specified Procedure Exclusion must be attached to the policy.

- Prior acts over any dentist who has previously performed the Sargenti, paste filled or similar endodontic technique.
- Any dentist who is diagnosing sleep apnea and fabricating sleep apnea devices without the involvement of a physician.
- Elective Cosmetic surgery unrelated to traumatic injury or disease. (Exception: States that specifically allow botox and derma fillers in the dental practices act.)
- Requests to add additional insureds to faculty policies

- Full-time prison exposure
- Full-time locum tenens
- Emergency Care/Urgent Care Clinics
- Full-time Holistic Dentistry
- Part-time Dental/Oral Surgery Students
- Full-time locum tenens

GUIDELINES

The following criteria have been established as an underwriting tool for the agent/program administrator. Your underwriting and policy issuance authority is addressed below. Underwriters reserve the right to alter these criteria if the situation requires.

This underwriting authority is being granted to Brown & Brown, Inc. Brown & Brown, Inc. has the authority to approve, bind and issue new and renewal policies, as well as to endorse and cancel existing policies in all states, subject to the following:

- Class of Dentist

Only Classes 1., VI, (includes professional corporations, board exam applicants, dental students, locum tenens and volunteer dentists) may be written

Classes III., IV, IX, X, XI and XII are **ineligible** for this program.

The following Codes shall apply under this plan:

Class	Description	Code No.
I.	Dentists who perform dentistry on patients who have been treated with local anaesthesia and/or oral medication and/or nitrous oxide/oxygen sedation and/or conscious sedation. Does not apply to treatment involving any general anaesthesia or deep sedation unless administered in a hospital or state licensed and regulated surgical centre. Also, dental radiologists are included.	80211 & 80253
III.	All oral surgeons. In addition, this applies to dentists as defined in Class 80211 who perform dentistry utilizing general anaesthesia or deep sedation, unless performed in a hospital or state licensed and regulated surgical centre, in which case class 80211 will apply.	80210
IV.	Dental School Faculty – Teaching dentists and graduate students with no intramural practice.	80213
VI.	Professional Corporations or Partnerships	80999
IX.	Dental Anaesthesiologists whose practice does not include deep sedation and/or general anaesthesia.	90100

X.	Dental Anaesthesiologists whose practice includes deep sedation and/or general anaesthesia.	90101
XI.	Volunteer Dentists providing dental services and receiving no remuneration.	72990
XII.	Volunteer Oral Surgeons providing dental services and receiving no remuneration.	72991

- Professional Liability Limits
up to \$2,000,000/\$4,000,000. Higher limits may be available on a referral basis only
- Prior Acts (over prior claims-made policy only)
 - Limits equal to those provided by the prior carrier
 - All other underwriting criteria must be met
 - If limits are increased, a split retro to be applied with Retro Date Inception applying to the first year of such increased limits
- PL Claims History.

Any new or renewal business with any Professional Liability claims or circumstances within the last 5 years must be referred to Underwriters for prior approval
- Experience/Schedule Modifications (refer to state exception pages for guidelines)
- Dismissed Board Actions
- Schedule Rating

Credits/debits must be applied based on sound underwriting judgment. Justification for debit/credit must be documented in the underwriting file.

The schedule credit worksheet is required every 4 years. However, the applications and claims history must be reviewed each year for changes.

Schedule credits are not available for the following accounts:

- New Grad, 1st and 2nd year New Dentists
- Part-time Dentists
- Dentists receiving a leave of absence credit
- Dental School Faculty
- Oral Surgeons
- Multi-Dentist Groups
New Business and Renewals: Up to 9 dentists including independent contractors and employed dentists are not entitled to group credits. 10 or more dentists may be eligible for a 15% group credit.
- If a Gap in coverage, RDI only to be offered with no back dated retro dates
- Treatment for alcoholism, drug abuse, mental illness or other debilitating disease or condition or legal problems within the last 5 years

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and active status. License action can be obtained via Internet or telephone call to the board.

- Reinstatement of coverage only available if full premium paid
- Endorsements
- Cancellation/Rewrites, including:
 - backdate cancellation for duplicate coverage
 - non-payment of premium
 - Policies may be cancelled flat if cancellation is within 30 days of the effective date
 - Statutory requirements and mailing time must be met prior to policy expiration
- Cone Beam /Imaging Services / CAT Scan / MRI device
- Any renewal submission which indicates adverse action during prior policy term (Suspension, probation, Medicare/Medicaid fraud, revocation, prior coverage non-renewal. professional conduct complaints. etc.) to be referred to Underwriters
- All Requests for Backdates of endorsements up to 60 days

Note: Backdating is defined as a request for an effective date that is more than 30 days prior to receipt by Brown & Brown. The request must be within the authority granted to Brown & Brown. No known claims letter is required.

REFERRAL CRITERIA

If any of the following circumstances exist, the application must be reviewed by Underwriters prior to binding. A written document containing all the pertinent details regarding the circumstances (where applicable) must be forwarded with the dentist's application to Underwriters for prior approval on either a new or renewal applicant. Once a specific exposure has been referred and approved, it does not need to be referred again unless there are any changes in the exposure which would include claim(s), board complaint(s), criminal conviction or other adverse action, etc.

- PL Claims History
- Any new or renewal business with any Professional Liability claims or circumstances within the last 5 years must be referred to Underwriters for prior approval
- Multi-Dentist Groups (**Please see Procedure 4120 attached**)
 - New Business and Renewals: 10 or more dentists including independent contractors and employed dentists.
- Dental Associations
 - State dental associations and/or component societies - **New business only**
 - **Renewals-** Refer if claims activity
- Governmental Inquiries
 - All Insurance Department inquiries
 - Government surveys
- All Requests for Backdates in excess of 60 days.

Note: Backdating is defined as a request for an *effective* date that is more than 30 days prior to receipt by Brown & Brown. The request must be within the authority granted to Brown & Brown.

- Unusual Risk Characteristics, including but not limited to:
 - Any risk which would require the development of a manuscript endorsement
 - Items beyond the scope of the company filings. attached

- Any increase *above* authority outlined in Procedure 3000 attached
- Any risk characteristics not listed in the Underwriting Authority granted to Brown & Brown in Procedure 3000
- Any submission that indicates the applicant or insured has been convicted of a crime.

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and active status. License action can be obtained *via* Internet or telephone call to the board.

- Any adverse action (Suspension, probation, Medicare/Medicaid fraud, fee complaints, revocation, prior coverage non-renewal, professional conduct complaints, etc.)

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and *active* status. License action can be obtained *via* Internet or telephone call to the board.

- Requests for leave of absence in excess of 180 days
- Large Practices / Unusual Risk(s) (Please see Procedure 4120 attached)
- Requests to decrease PL limits (other than retirement, decrease hours, full-time to part-time)
- Any risk where the principal(s)/ owner(s) is not a dentist
- Dentists practicing as a hygienist (these dentists must be written at the appropriate classification)
- New business submission or renewal of an existing insured who indicates that he will no longer perform the "Sargenti", paste filled or similar endodontic technique. A letter advising of the technique used is required.

Note: Prior Acts is not available for new business and the Specified Procedure Exclusion (GSL 6150-A) must be attached to the policy.

- Requests to add manuscript endorsements, new or existing endorsement. No existing manuscript endorsement should be attached to another policy unless the request has been approved by Underwriters for that specific policy.
- Dental Consulting Services -separate entity providing these services
- Requests to change coverage when there is a pending claim (i.e., add entity, insured, etc.). Authority to add an entity with shared limits only is granted at the Supervisory level if all other underwriting criteria must be met.
- Botox and or dermal fillers. (see authority)
- Cosmetic dermal procedures related to traumatic injury or disease. Any application or documentation that indicates that the dentist performs cosmetic procedures related to a traumatic injury or disease must be referred to Underwriters for review prior to quoting, binding or renewal.

Required Information

The following information must be submitted to be considered for new or renewal coverage:

- Fully Complete Applications

- Full application is required for all new business. This includes a new graduate who owns his practice.
- A full application is required at the next renewal for newly graduated employee dentists or independent contractors who completed the First Year Dentist Application. A renewal application should not be accepted.
- A lifetime renewal application is required each year for renewal policies.
- An account may be non-renewed if current applications are not received.

If there are no changes to the renewal application, the application should be stamped NO CHANGES by the state administrator.

Note: Coverage cannot be bound on incomplete applications or applications completed in pencil.

The following information is required every 4 years:

- A copy of applicant's current business letterhead:
A letterhead is not required for independent contractors, employed dentists or faculty.
- Schedule rating Worksheet (a copy must be in file annually)

All risks must meet the criteria established by Underwriters. (Please refer to the Schedule Credit Requirements Checklist- Procedure 8020 attached)

Note: The loss history must be verified each year to make sure the risk still qualifies for the credit.

License Verification (new and renewal business) or a copy of license (new business only) if website is not available. (see exception Procedure 1000 attached)

All new business submissions and existing insureds that have or had drug, alcohol, criminal or legal problems unrelated to the practice of dentistry or who has been the subject of an investigation or whose license to practice dentistry has been suspended, revoked or placed on probation must have their licensed checked annually for board actions and active status. License action can be obtained via Internet or telephone call to the board.

The following information is required each year:

- Complete claim data for new business, including those claims that are closed without payment, pending or paid. The Supplemental Claim Information Form must be completed for each claim or incident which has occurred.

New Business Submissions- A loss run with 5 years of loss history may be requested if warranted based on review by Brown & Brown and/or Underwriters.

- Evidence of Insurance

Evidence of Insurance for all non-Underwriters insured independent contractors or employee dentists with professional liability insurance separate from the insured. Certificates showing policies, which have expired, are not acceptable.

- Board Transcripts

Any applicant who has been the subject of any type of investigation or whose license to practice has been suspended, revoked or placed on probation, must provide the transcripts from that review and all pertinent information relating to the review i.e.; documentation detailing compliance with conditions, final resolutions, etc. from the investigation agency.

- Impairments

Any applicant who has in the past or currently suffers from a physical or mental impairment, must provide a physician's statement detailing current condition and ongoing treatment. This statement must be updated each year at renewal.

- Part-time Supplement

The supplement is required each year for any applicant who works 20 or less per week and is under age 55. The supplement must be received for all new business or changes from full-time to part-time regardless of age.

The following information is required with the new business or renewal submission if any of these situations are indicated on the application:

- Details regarding changes in the applicant's or insured's hospital privileges. (Not very common among general dentists)
- Details from the investigating agency
Any applicant or insured who is or has been the subject of a criminal investigation or who has been convicted of a crime, license to practice has been suspended, must provide details from investigating agency.
- Insurance History
Any applicant who indicates he has practiced without insurance, had professional liability insurance refused, cancelled or non-renewed, must provide details including the dates and reason.

- Declarations Page from prior carrier

Any applicant who is requesting prior acts must provide a copy of the declaration page or proof of prior acts date.

- Evidence of attendance at one of the Underwriters approved Risk Management Seminars (AAOMS / OMSNIC, AAO, Henry Spenadel Continuing Education Program - Refer to Procedure 8010)
- Cone Beam /Imaging Services / CAT Scan / MRI device. The following information is needed:
 - are radiological services provided for patients other than
 - has a separate entity been set up for this exposure

The differentiation as to "additional insured" and "named insured" is critical. For professional liability, a named insured is afforded separate limits of liability and is indicated on the declarations page or schedule. An entity that is not a named insured has protection available under the policy as an additional insured and must share coverage limits.

Requests to add specific entities as additional insureds or additional named insureds are quite common. Due to the repeated requests of this nature, it is very easy to become complacent and agree to add whatever is requested without fully evaluating the additional exposures.

The coverage for the additional insured is limited to the activities and/or locations of the insured. It is not our intent to provide coverage for the sole negligence of the additional insured. Rather, it is our intent to provide coverage to the additional insured for the vicarious liability arising out of the actions of our insured.

The following information should be used to assist the underwriter in analyzing the additional exposures.

- The reason for the request and the relationship between the named insured and the additional insured.
- The extent of the additional insureds operations and the involvement with the named insured.
- Other coverage available to the additional insured.
- The insured must be required by a written contract or agreement to add the person or organization as an additional insured.

- A "DBA" is not a legal entity therefore it cannot be listed as a named insured. It is acceptable to add "John Doe, DDS d/b/a ABC Dental" using endorsement G-56425. However, "ABC Dental" should not be listed on the policy as a named or additional insured with separate limits.

Corporations/Partnerships coverage is provided to cover the vicarious liability exposure of a professional corporation, partnership or association arising from the practice of dentistry by employees and member dentists. All members of the partnership, corporation or association should be insured by UNDERWRITERS with the same limits of liability and expiration date.

Sole Shareholder Corporations

Solo practitioners who have incorporated their practices operate sole shareholder corporations.

Coverage is provided as follows:

- On a shared limit of liability basis with the principal dentist.
- No additional premium shall be charged.
- On a separate limits of liability basis. (for an additional charge)

Partnerships/Multi-shareholder Corporations

Legal entities with two or more shareholders may be added to the policy to cover the corporation exposures of operating a dental practice. Coverage is provided as follows:

- On a shared limit of liability basis with the principal dentists, in which case no addition premium shall be charged.
- On a separate limits of liability basis. (for an additional 10% premium charge)
- The corporation, partnership or association and all individual practitioners must maintain the same limits of liability and expiration date.

Limited Liability Companies

Limited Liability Companies carry the same risk as the professional corporation or partnership and will be handled the same way as the PC or partnership from an underwriting perspective.

Additional Insured

An additional insured, other than Corporations/Partnerships/Associations, may be added to the policy at a charge of 5% of the policy's Professional Liability charge.

(This charge does not apply to an additional insured who owns or finances leased equipment to the insured.)

A Special Events endorsement (PL) may be added at no additional charge.

Disability/Leave of Absence

A practitioner who becomes disabled, or is on leave of absence for a period of 45 days or more, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. This will apply retroactively to the first day of disability or leave of absence.

Leave of absence may include active duty in the military and time to enhance the practitioner's education, but, does not include vacation time. Active duty military on deployment will receive a 100% reduction in their premium and a suspension of coverage for the deployment period.

Part Time

A part time credit of 50% of the applicable rate will apply to any practitioner who works 20 hours or less per week. This credit will not apply when the first year new dentist premium is charged.

Locum Tenens

Coverage for a practitioner substituting for an insured will be limited to cover only professional services rendered on behalf of an insured for the specified time period. Locum Tenens will share in the insured's limit of liability. There is no additional charge for a period not to exceed 60 days.

Vicarious Liability - Contractors and Non-Insured Employed Dentists

A charge of 10% of the named insured's premium per contractor and non-insured employed dentist will apply for the additional Vicarious Liability assumed by the insured as a result of such situations.

Separate Limits

The separate limit is a single entity limit shared by the corporation, partnership, association, partners, corporate officers and employees combined.

Policy Issuance

The entity must not be named on the declarations page if the entity has shared limits.

Prior Acts (retroactive coverage) will be considered for applicants who have been insured under a claims-made policy. Complete details for the immediately preceding policy must be secured including:

- The named insured
 - Limits of liability
 - Effective date and prior acts date
 - The name of the prior insurance carrier
 - Prior loss history, including reserve amounts
 - A.M. Best rating
 - Warranty statement (for those carriers previously approved by UNDERWRITERS)
- An optional endorsement is available to provide prior acts limits to coincide with lower limits of liability from the insured's previous insurance company.
 - When new entities are formed, the prior acts date should be the date the entity was formed/incorporated. These entities should not have the same prior acts date as the old prior acts date on the policy.

Prior acts is not available in the following situations:

- Over any dentist who previously performed the Sargenti, paste filled or similar endodontic technique
- Over a gap in coverage
- Over a surplus lines carrier, JUA or an Occurrence Plus policy (other than Columbia Casualty)
- Limits higher than those provided by the prior carrier
- Any new business submission or renewal for dentists who perform the "Sargenti", paste filled or similar endodontic technique or existing insureds who begin using the technique.

Note: We may consider writing a new business submission or renewal of an existing insured if a letter is submitted indicating that the dentists will no longer perform the "Sargenti", paste filled or similar endodontic technique. The Specified Procedure Exclusion must be attached to the policy

RATES

Base Rates and Limits

Base rates are applied on a "per Full Time Equivalent" basis on with a base Policy Limit of \$1,000,000 per claim/\$3,000,000 aggregate as per the table below.

STATES:	Mature Rates	Step 4	Step 3	Step 2	Step 1
AK	\$2,559	2,303	2,076	1,536	825
AL	\$1,899	1,812	1,633	1,208	649
AR	\$945	850	766	567	304
AZ	\$3,281	3,011	2,714	2,008	1,078
CA TERR 1	\$2,950	2,655	2,389	1,770	944
CA TERR 2	\$2,950	2,655	2,389	1,770	944
CA TERR 3	\$2,950	2,655	2,389	1,770	944
CA TERR 4	\$2,950	2,655	2,389	1,770	944
CA TERR 5	\$2,581	2,323	2,090	1,548	826
CO	\$1,431	1,434	1,293	956	514
CT	\$1,868	1,681	1,515	1,121	602
DC	\$2,816	2,535	2,284	1,690	908
DE	\$2,123	1,969	1,774	1,313	705
FL TERR 1	\$7,683	7,028	6,334	4,685	2,516
FL TERR 2	\$5,087	4,949	4,460	3,299	1,772
FL TERR 3	\$3,768	3,667	3,305	2,444	1,313
FL TERR 4	\$2,166	2,331	2,101	1,554	834
FL TERR 5	\$2,548	2,331	2,101	1,554	834
FL TERR 6	\$2,548	2,331	2,101	1,554	834
FL TERR 7	\$3,014	2,756	2,484	1,837	987
GA	\$1,787	1,690	1,523	1,126	605
HI	\$1,464	1,425	1,284	950	510
IA	\$1,551	1,479	1,333	986	529
ID	\$1,885	1,557	1,404	1,038	558
IL TERR 1	\$2,971	2,674	2,410	1,782	957
IL TERR 2	\$1,910	1,719	1,550	1,146	616
IL TERR 3	\$2,593	2,334	2,103	1,556	836
IL TERR 4	\$1,816	1,634	1,473	1,089	585
IN TERR 1	\$1,536	1,499	1,351	999	537
IN TERR 2	\$615	600	541	400	215
IN TERR 3	\$615	1,875	1,690	1,250	671
KS	\$1,927	1,079	972	719	386
KY	\$1,163	2,517	2,269	1,678	901

LA TERR 1	\$2,741	2,051	1,848	1,367	734
LA TERR 2	\$2,234	1,715	1,546	1,143	614
MA	\$1,868	2,089	1,883	1,393	748
MD	\$2,322	1,684	1,517	1,123	603
ME	\$1,871	2,484	2,239	1,656	889
MI TERR 1	\$2,680	1,892	1,705	1,261	677
MI TERR 2	\$2,041	998	899	665	357
MN	\$1,087	1,517	1,367	1,011	543
MO TERR 1	\$1,636	1,364	1,229	909	488
MO TERR 2	\$1,472	1,665	1,500	1,110	596
MS	\$1,850	1,131	1,019	754	405
MT	\$1,257	1,129	1,018	753	404
NC	\$1,218	1,149	1,036	766	411
ND	\$1,277	985	888	657	353
NE	\$1,094	1,559	1,405	1,039	558
NH	\$1,925	3,475	3,132	2,317	1,244
NJ TERR 1	\$3,782	2,778	2,503	1,852	994
NJ TERR 2	\$3,026	1,913	1,724	1,276	685
NM	\$2,065	3,572	3,219	2,381	1,279
NV	\$3,816	6,691	6,031	4,461	2,396
NY TERR 1	\$7,435	4,875	4,393	3,250	1,745
NY TERR 2	\$5,416	3,185	2,870	2,123	1,140
NY TERR 3	\$3,539	1,500	1,352	1,000	537
OH TERR 1	\$1,618	1,495	1,348	997	535
OH TERR 2	\$1,618	1,519	1,369	1,012	544
OH TERR 3	\$1,618	4,196	3,782	2,798	1,502
OH TERR 4	\$1,618	3,147	2,836	2,098	1,127
OK	\$2,077	3,016	2,718	2,010	1,080
OR	\$1,638	2,147	1,935	1,432	769
PA TERR 1	\$4,633	1,321	1,191	881	473
PA TERR 2	\$3,497	1,652	1,488	1,101	591
PA TERR 3	\$3,351	1,151	1,037	767	412
PA TERR 4	\$2,386	2,248	2,026	1,499	805
PA TERR 5	\$1,468	1,339	1,207	893	479

PA TERR 6	\$1,835	1,191	1,074	794	427
RI	\$2,498	1,962	1,768	1,308	703
SC	\$1,390	1,224	1,103	816	438
SD	\$1,285	1,224	1,103	816	438
TN	\$2,116	1,224	1,103	816	438
TX TERR 1	\$1,360	1,332	1,200	888	477
TX TERR 2	\$1,360	2,018	1,819	1,346	723
TX TERR 3	\$1,360	5,017	4,521	3,344	1,796
TX TERR 4	\$1,480	1,274	1,148	849	456
TX TERR 5	\$2,243	5,017	4,521	3,344	1,796
TX TERR 6	\$5,574	1,047	943	698	375
TX TERR 7	\$1,416	1,267	1,142	845	454
TX TERR 8	\$5,574	1,089	981	726	390
UT	\$1,255	989	891	659	354
VA TERR 1	\$1,381	2,664	2,401	1,776	954
VA TERR 2	\$1,186	668	602	445	239
VA TERR 3	\$1,078	1,953	1,757	1,294	708
VI	\$2,960	1,395	1,258	930	500
VT	\$720	2,415	2,176	1,610	865
WA	\$2,045	1,930	1,739	1,287	691
WI	\$1,551	2,303	2,076	1,536	825
WV	\$2,683	1,812	1,633	1,208	649
WY	\$2,062	850	766	567	304

SUPPLEMENTAL MODIFICATIONS -

Any modifications developed under subitems A. and B. shall be summed and applied as a single factor.

A. Schedule Rating

Based on the following individual risk characteristics, the maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%: Credit

	Credit	Debit
Procedure Mix		
Applicable to practitioners whose procedures or practice specialties are primarily concentrated in areas other than their practice classification and/or specialty.	0 – 25%	0 – 25%
Exposure Modification		
Applicable to those insureds who have an increased or reduced exposure.	0 – 25%	0 – 25%
Unusual Risk Characteristics	0 – 25%	0 – 25%

Loss Prevention / Risk Management	5-10%	XX
A credit will be applied to the dentist's classification		X
Rate applicable to each dentist who attends an approved loss prevention/risk management workshop or successfully completes an approved home study course. This credit will be applied for 3 consecutive years.		

C. Experience Rating

Based on the claim history of an individual practitioner over the preceding five year period, a debit will be applied to the classification rate. If there is claim activity during the last 5 years, the preceding 5 years would be reviewed. Criteria used to determine the application of such debits shall include claim history including a review of a combination of cause of loss, frequency, severity, indemnity payments, expenses and reserves. Such debits, if applied, shall apply on a one year basis and will be subject to annual review.

EXTENDED REPORTING PERIOD COVERAGE

- A. The extension period is unlimited as respects time. The availability of Extended Reporting Period Coverage shall be governed by the following rules:

1. The limits of liability will not exceed the lowest limits of liability in force for the last 12 month policy period.
2. Extended Reporting Period Coverage will be available to all named insureds shown on the Declarations page of this policy. Should an insured terminate association with an entity, coverage will also be offered for the liability of the entity provided that such entity was also insured by this Company.
3. Should the entity terminate coverage under the policy, the entity may purchase this coverage by giving the Company written notice, within 60 days, of its intent to purchase, and paying the appropriate premium.
4. Upon termination of coverage under this policy by reason of death or disability, the insured's unearned premium for this coverage will be waived and Extended Reporting Period Coverage will be granted for no additional charge.
5. There will be no charge for Extended Reporting Period Coverage in the event of retirement and provided the insured is at least 55 years of age and has been continuously insured by Underwriters for at least 5 consecutive years.

This shall apply to all insureds otherwise qualifying for such coverage.

6. The Prior Acts date of coverage with this Company will determine the years of prior exposure in calculation of Extended Reporting Period Coverage.
7. Premium must be paid promptly when due. Premium may be paid in advance, or in three annual installments.
8. In the event the policy is canceled, any return premium due the insured shall be credited toward the premium for Extended Reporting Period Coverage, if the insured elects this coverage. If any premium is due for the period of time between the earlier of the policy's Prior Acts date or effective date and the termination date, any monies received by the Company from the insured shall first be applied to the premium owing for the policy and then to the Extended Reporting Period endorsement.
9. The factors in the following table shall be applied to the mature claims-made rate in effect at the inception of the last claims-made policy.

Years of Prior Claims-Made Coverage	Installment Factors			Prepaid Factors
	1st year	2nd year	3rd year	
1	.31	.23	.30	.79
2	.51	.35	.46	1.23
3	.61	.49	.46	1.45
4 or more	.73	.49	.46	1.57

- B. A one year extended reporting period for the Employment Practices Liability (EPL) Defense Only coverage available. The associated factor, as shown on the state rate/exception pages, is applied to the annual EPL premium

INCREASED LIMIT FACTORS

Higher limits on claims-made policies may be elected up to a maximum liability limit of \$5,000,000 per claim/\$8,000,000 aggregate on the following basis:

Increased Limit Factor Limits of Liability	Classes	
	All Other	III & X
\$1,000,000/3,000,000	1.02	1.02
\$2,000,000/3,000,000	1.16	1.19
\$2,000,000/4,000,000	1.176	1.206
\$2,000,000/6,000,000	1.204	1.234
\$3,000,000/3,000,000	1.26	1.3
\$3,000,000/6,000,000	1.308	1.348
\$4,000,000/4,000,000	1.325	1.375
\$5,000,000/5,000,000	1.375	1.425
\$5,000,000/6,000,000	1.391	1.441
\$5,000,000/8,000,000	1.424	1.474

DEDUCTIBLE

The following deductibles apply to indemnity only on a per claim basis. The premium credits will apply to PL premium only.

PL Deductible	PL Premium Credit
\$5,000	4.1 %
10,000	6.9 %
15,000	9.1 %
25,000	12.7 %
50,000	18.5 %
75,000	22.1 %
100,000	24.7 %
250,000	31.7 %

Country Wide Schedule Rate Factors

ST AT E	CREDITS - PL	EPLI	AS SO C CR ED IT	IRPM	PDF for PL
AK	Schedule Rating will not exceed 25%.	Up to \$750,000*	5%	Deleted in its entirety and not replaced.	0.856
AL	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.904
AR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Minimum limits of \$500,000 up to \$1,000,000	5%	May not exceed 25%.	0.834
AZ	All insureds are eligible for the schedule rating plan. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10%	CCC CW Filing: May not exceed 25%.	0.978
CA	Claims Free Credit - A 15% credit applies when no claim of \$500 or more incurred indemnity and ALAE in the last 6 yrs and no more than 2 claims in the last 5 years. Note: a combination of a max of 2 claims is allowable for this discount. A claim-free credit of 10% shall apply when no claim of \$500 or more incurred indemnity and ALAE in the last 3 yrs and no more than 2 claims in the last 5 yrs. Note: a combination of max of 2 claims is allowable for this discount. CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	1.000
CO	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.965
CT	Claim Free Credit - A 15% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.966

DC	Claim Free Credit - A 10% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$2,500. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.940
DE	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Schedule Credit - In order to be eligible for schedule rating, the annual manual premium for an insured must be at least \$1,000. In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000. New Dentist Discount: 75% first year, 60% second year, 25% third year and 10% fourth year.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%. In order to be eligible for schedule rating, the annual manual premium for an insured must be at least \$1,000.	0.910
FL		Up to \$1,000,000		In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000.	0.956
GA	Schedule Rating will not exceed 15%.	Up to \$1,000,000		May not exceed 25%.	0.908
HI	Schedule rating is deleted and shall not apply. Injectable Neurotoxins & Derm fillers provided on CM basis for a charge of \$2,000.	Up to \$1,000,000		Deleted and shall not apply.	0.824
IA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 10% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.909
ID	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	5%	May not exceed 25%.	0.946

IL	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		May not exceed 25%.	0.860
IN	May not exceed +/- 25%.	Up to \$1,000,000		May not exceed 25%.	0.832
KS	Schedule Rating will not exceed 25%. The application of rate modifications shall apply in accordance with Kansas Senate Bill 539. (i.e. +/- 25%) *See state pages for specifics. \$50 charge for Locum Tenens coverage. Injectable Neurotoxins & Derm fillers provided on a CM basis for a charge of \$2,000.	Up to \$1,000,000		May not exceed 25%. May not exceed 25%. The application of rate modifications shall apply in accordance with Kansas Senate Bill 539. *See state pages for specifics.	0.925
KY	Schedule Rating will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25%.	0.952
LA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.946
MA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.966
M D	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.957
ME	Schedule Rating will not exceed 40%.	Up to \$1,000,000	5%	May not exceed 25%.	0.884
MI	Claim Free Credit - A 15% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10 %	CCC CW Filing: May not exceed 25%.	1.000
M N	Claims Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000 *		May not exceed 25%.	0.834
M O	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.920

MS	Claim Free Credit - A 10% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Schedule Rating will not exceed 25%. Claim Free Credit - A credit applies to the premium for each dentist who has had no demand for money or services naming the insured and alleging a dental incident for: At least 3 years, but less than 5 years @ 5% ; At least 5 years, but less than 8 years @ 10% ; At least 8 years @ 15%.	Up to \$1,000,000		May not exceed 25%.	0.909
MT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Minimum limits of \$500,000 up to \$1,000,000	5%	May not exceed 25%.	0.930
NC	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25%.	0.799
ND	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10 %	CCC CW Filing: May not exceed 25%.	0.816
NE	Schedule Rating will not exceed 25%.	Up to \$1,000,000	10 %	May not exceed 25%.	0.837
NH	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25%.	0.882
NJ	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. *Credit of 1% will apply for insureds who elect to waive the consent to settle provision.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.952
NM	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000 * *EPL not available	5%	CCC CW Filing: May not exceed 25%.	0.901
NV	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. A 10% credit applies to the PL rate for each of the past 5 years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.968
NY	Claims Free Credit - A 15% credit shall be applied. Schedule Rating is deleted and not replaced. Risk Management credit of 10%.	*EPL Not available	10 % NY CD S	May not exceed 15%.	0.900
OH	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.944

	Schedule Rating will not exceed 25%.			
OK		Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.835
OR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.954
PA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.951
PR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	Deleted	0.800
RI	Schedule Rating will not exceed 25%.	Up to \$1,000,000	10 % May not exceed 25%. Not available in Tier 1 & 2	0.952
SC	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 25%.	0.854
SD	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5% CCC CW Filing: May not exceed 25%.	0.834
TN	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 25%.	0.949
TX	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.91
UT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.910
VA	Schedule Rating will not exceed 25%.	Up to \$1,000,000	May not exceed 25%.	0.851
VI	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.821
VT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	Credits may not exceed 25% and the debits may not exceed 25%.	0.742

W	Schedule Rating will not exceed 25%. Claim Free Credit - A 10% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000.	Up to \$1,000,000 *	Deleted and not replaced.	0.950
A				
WI	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 25%.	0.922
W	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5% May not exceed 25%.	0.891
V				
W	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5% May not exceed 25%.	0.622
Y				

NATIONAL PROGRAMS PURCHASING GROUP PROCEDURE 4120

LARGE PRACTICE EXPOSURE

A large practice exposure refers to any dental practice/facility involving ten or more dentists. The relationship can range from a corporate ownership involving all dentists to a dentist utilizing the services of nine or more independent contractors.

Circumstances

Large Practice exposures are becoming more prevalent over the recent years due to changes in the dental industry. This type of exposure needs to be carefully evaluated and underwritten.

Procedures

- Employed dentists must be insured with Underwriters at the time of submission of owner/applicant. If not, we must receive a letter from the employee stating his policy's expiration date and his agreement to come with Underwriters at the time his policy expires.

- An independent contractor working for the owner/applicant must provide a Certificate of Insurance showing professional liability limits equal to or greater than the insured.
- Both new and renewal business needs to be evaluated for the number of dentists involved and the relationship of the doctors clarified. A Large Practice questionnaire must be completed.
- If it is determined that there are more than fifteen dentists involved in a practice or dental facility, the submission needs to be referred to Brown Underwriting. This includes all exposures regardless of the fact that we are only considering writing the principal dentist who utilizes the services of independent contractors

NOTE: All partners, employees, or members of the group with a legal interest in the practice must be written with Underwriters.

- If multiple legal entities are requesting coverage, complete details of the entities must be provided.

NATIONAL PROGRAMS PURCHASING GROUP GUIDELINES 1000

PROCEDURE

ELIGIBILITY GUIDELINES

Guidelines

The general guidelines for eligibility in the National Programs Purchasing Group are as follows:

- * • All risks must be located in the United States and its territories (Puerto Rico and the Virgin Islands). Coverage is not available in Massachusetts, Texas or California. This applies to primary and additional locations involved in the doctor's practice.

Note: We are unable to issue a policy if the mailing address is outside of the United States.

- Dentists must hold a current dental license in the state(s) of his/her practice. (Exception: Board coverage).
- Dentists who practice in multiple states require additional underwriting analysis. The policy will be issued in the state where the dentist primary practice is located which is determined by the percentage of practice time at each location and rated based on 25% or more of practice time in higher rated territory.
- ☐ Non-licensed dental students must be enrolled in an accredited dental program.
- Dentists must be in an individual or group practice, licensing facility, dental school or State Dental Society.
- If the risk is a dental school, all students and faculty must be insured by UNDERWRITERS under the school policy.
- If the dentist is a member of a group practice, partnership, or professional corporation or association, or has any ownership interest in the practice, the entire group must be insured with UNDERWRITERS under the same policy with the same limits of liability and expiration date. This requirement may be waived for independent contractors and employed dentists.

Under the Uniform Partnership Act, which has been enacted in almost every state, a partnership is liable for the acts and omissions of a partner acting in the ordinary course of the partnership business. In addition, all partners are jointly and severally liable for these kinds of partnership obligations. This means

that if a dentist, who is a member of a partnership, commits a negligent act while treating a patient, then all of the other partners are equally liable for such negligent act. Limited Liability Partnerships and Corporations carry the same risks as a partnership and Corporation and will be underwritten and insured the same.

- * • The dentist must have a favorable loss history.

Existing insureds who no longer meet these requirements are ineligible for coverage at renewal.

NATIONAL PROGRAMS PURCHASING GROUP PROCEDURE 8010

PREMIUM CREDITS

Most insureds have a number of premium credits available to them. These credits are applied to the professional liability premium, change of exposure additional charge and extended reporting period premium. If more than one credit applies, the credits are multiplied together rather than added together.

The following are the available premium credits.

NEW DENTIST CREDIT

A "new dentist" is defined by the UNDERWRITERS filing as a student who has completed his training in dentistry within the **previous** twelve (12) months from the license date, an experienced military dentist who within twelve months of honorable military discharge enters full-time practice, or a foreign graduate of a 4 year program from an accredited U.S. dental school enters full-time practice.

The new dentist discount is to be utilized for those dentists just entering practice and are eligible under the established guidelines for the credit.

- Dentists who have provided professional services for the military as independent contractors are not eligible.
- Military dentists who have had any private practice while in the military are not eligible for this credit.

The following credits will apply:

50% of the first year in practice
25% of the second year in practice
15% of the third year in practice
10% of the fourth year in practice

Please refer the state exception pages for the credits applicable in each state.

Procedures

- The dentist's application needs to be reviewed carefully as to employment history and current status to confirm the discount is appropriate. The State Administrator may, in questionable instances, need to confirm the dentist's graduation date from dental school. Foreign dentists graduating from an accredited dental school must provide a copy of their U.S. dental school diploma.

- If the dentist is given the first year discount, he is not eligible for the part-time credit.
- Military dentist who within six months of honorable military discharge are not required to submit their discharge papers for application of the credit.

PART-TIME CREDIT

A part-time rate of 50% of the applicable rate will apply to any dental practitioner who works 20 hours or less per week. **This credit does not apply if the first year new dentist credit has been applied.**

Procedures

- Requests for part-time consideration require completion of the Part-Time Supplement by the insured.
- Part-time rating requires a dentist's practice be limited to 20 hours or less per week. Practice time includes consulting, paperwork, lab time, hospital hours, residency hours, etc.
- Premium is 50% of Professional Liability Premium. **MINIMUM PREMIUMS MUST BE ADHERED TO FOR ANY EXCESS LIMITS PURCHASED.**
- If hospital/residency hours are not a consideration towards part-time rating due to insurance being provided for this exposure, we will need documentation provided by the hospital (i.e., Certificate of Insurance showing dentist as insured). If appropriate, we **may** approve part-time rating but exclude the residency/hospital exposure.
- *• Insureds receiving the part-time credit are required to complete the Part-time supplement at each renewal.
- If full time practice exposure for prior years applies, the Change of Classification formula will be utilized. A one time additional premium endorsement will apply at policy issuance or when exposure changes from full-time to part-time.
- If full time practice exposure for prior years applies, the Change of Classification formula will be utilized. A one time additional premium endorsement will apply at policy issuance or when exposure changes from full-time to part-time.

The additional premium as a result of the change of classification may be reduced by a Scheduled Vesting Credit. The percentage for this credit is based on the number of years the dentists has been insured with UNDERWRITERS. (See Change of Exposure – Procedure 6010)

Note: Some states require a dentist to cancel his coverage, purchase Extended Reporting coverage and rewrite to a new policy.

- The Change of Classification formula will be waived
- if the dentist has reached the age of 60 years old and has five years of continuous coverage with UNDERWRITERS.
- when the dentist is reducing his hours because he is returning to school to pursue specialty training.
- Class IV dentists are not eligible for part-time rates.

LOSS PREVENTION/RISK MANAGEMENT CREDIT

A credit will be applied to the dentist's classification rate applicable to each dentist who

attends an approved loss prevention/ risk management workshop or successfully completes the UNDERWRITERS home study course. This credit will be applied for three consecutive years.

The following carrier's Risk Management seminars are eligible for credit:

AAOMS	7.5% - 3 years
Hartford	7.5% - 3 years
AAO	7.5% - 1 year
DSSNY	7.5% - 1 year
Princeton	5% - 1 year

Documentation of attendance at one of the approved risk management seminars or successful completion of the UNDERWRITERS home study course should be in the underwriting file.

FAGD and MAGD CREDIT

A credit of 3% will be applied to the dentist's classification rate applicable to each dentist who has a FAGD designation.

A credit of 5% will be applied to the dentist's classification rate applicable to each dentist who has a MAGD designation.

DISABILITY/LEAVE OF ABSENCE

Dentists who become temporarily disabled or are on a leave of absence for a period of 45 days or more, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. If the leave of absence is to extend 180 days, the UNDERWRITERS underwriter must be notified so that UNDERWRITERS may elect to extend the leave of absence coverage.

Coverage is not available to locum tenens substituting for the insured dentist while he or she is on a leave of absence.

The Leave of Absence Endorsement may be issued immediately if the exact return date is known. Otherwise the policy will not be adjusted until proper notification is given of the dentist's resumption of practice. The endorsement may also be amended to accommodate any changes in the actual leave period, which has to be a minimum of 45 days. If the leave extends into another policy term, separate endorsements are required for each policy term.

Underwriting Process & Rating Requirements for the Professional Liability Program for members of the National Dental Purchasing Group as administered by B&B Protector Plans, Inc (B&B)

This document provides processing procedures for Underwriters with respect to applications, quoting, binding coverage, backdating, policy issuance and cancellation. It also provides guidance on the rule for rating individual risks. The detailed procedures are listed below.

Underwriting Process Requirements

A. Application Review

1. A Underwriters (or as agreed) application must be completed and signed by each applicant. Faxed applications and signatures are acceptable.
2. Applications may not be completed in pencil
3. All applications must be date stamped or electronically logged on the date of receipt.
4. All applications must be signed and dated by a director or officer of the applicant. The signature date must be current.

B. Quoting

1. Quotes must be issued in writing on B&B letterhead and using the appropriate quote templates within your system. Changes to the master templates must be approved by Underwriters before being implemented.
2. Quotes must clearly indicate that Underwriters at Lloyd's is the issuing carrier.
3. Quotes may only be valid for thirty (30) days. Renewal quotes may be extended, subject to a "no known claims" letter issued by the Insured, however an extension may not be granted beyond thirty (30) days past the expiration date.
4. The following wording must be attached to all original quotes: "This quotation is valid through MM/DD/YYYY, after which it will be void"
5. Quotes must include a disclaimer indicating that the terms and conditions offered may differ from the applicant's prior policy or from what the agent has requested on their submission.

C. Binding coverage

1. A written order to bind coverage must be received from the broker/agent.
2. Backdating coverage is only permissible up to a maximum of fifteen (15) days without prior approval from Underwriters. A letter, on the applicant's letterhead, indicating no known losses or circumstances that could give risk to a loss must be obtained.

3. Policies must be issued within thirty (30) days after issuance of the binder. **NOTE** our minimum target is that binders are issued prior to the inception of a policy and policies are issued within 7 days of the binder.
4. Any document issued by B&B to an Insured evidencing insurance must be for informational purposes only. A “Certificate of Insurance” document issued by B&B does not effect, amend, extend or alter the coverage afforded by Underwriters.
5. New Business: if an application is received more than sixty (60) days prior to the requested effective date, B&B must request a written statement from the applicant attesting that none of the information on or submitted with the application has changed. If any of the material information has changed then the applicant must be requested to complete a new application.
6. Renewals:
 - a) Current claims information to be requested from Underwriters 120 days prior to expiration. If a non renewal is considered appropriate, the notice of non renewal must be completed and sent certified registered mail to the last known address of the Insured. The non renewal notice must be mailed in compliance with the requirements of each state and the policy provisions.
 - b) 90 days prior to expiration, each account not identified for non renewal must be sent an application to complete and return.
 - c) Renewal applications received after the expiration of the policy will be acceptable for up to two weeks (14 days). Any late application between two and four weeks (14-28 days) must provide a “no known claims” letter on the applicants’ letterhead attesting that the Insured is not aware of any claims or incidents that may give rise to a claim, occurring between the expiration date and the date of late application . Late applicants in excess of 28 days must be referred to Underwriters. If the renewal application is not received by the expiration date of the current policy period, B&B must attempt to contact the Insured (or the Insured’s agent) to advise of the potential lapse in coverage.

D. Policy issuance.

1. A policy may only be issued upon receipt of a completed and signed application and upon meeting the underwriting criteria in this manual.
2. All sections of the Declaration Page must be completed; including a listing of all forms attached to the Declaration Page.
3. The Named Insured must be clearly listed on the Declaration Page.

E. Endorsements

1. Subject to individual authority, Underwriters may use the endorsements pre-approved by Underwriters for use in this program at their discretion.

2. Manuscript wordings that broaden coverage or terms must be approved by Underwriters.

F. Cancellation/Non renewal

1. Cancellation and non renewal notification must comply with the policy provisions, unless the policy is otherwise endorsed.
2. Notification of cancellation and non renewal must be sent to the Named Insured at the address last known.
3. Cancellations must be evidenced by a Cancellation endorsement. The original must be sent to the Insured and a copy attached to the underwriting file.

Rating Rules

A. Application of rules

These rules govern the B&B Dentists Professional Liability Program written for Underwriters by B&B

B. Premium rules

1. The premium basis is per Full Time Equivalent (FTE)The rates must be in accordance with the rates and rules shown herein.
2. The premium is computed at policy inception using the rules, rates and rating plans in effect at that time. At each renewal, the premium is computed using the rules, rates and rating plans in effect at that time.
3. The summation of all premium credits cannot exceed 25% for any Insured.
4. Premium rates are annual and are subject to pro-ratio when a policy is issued for other than 12 months. Policies issued for more than eighteen (18)months must be first approved by Underwriters.
5. Premiums are calculated as specified for the respective coverage. Premium amounts are to be rounded to the nearest whole dollar.

AVAILABLE COVERAGES UNDER THIS PROGRAM ARE:

A. Professional Liability on a claims-made basis basis.

Required coverages under professional liability are:

1. Special Extra Expense (HIV);
2. Defense Coverage - Dental Professional Licensing Board; and
3. Employment Practices Liability - \$25,000 per Claim/\$25,000 Aggregate Defense Coverage*

* Note: This is always charged at \$60 per head

4. Defendant's Reimbursement - \$500 per day, and \$5,000 per suit

ELIGIBILITY GUIDELINES

- The general guidelines for eligibility in the National Dental Program are as follows:
- All risks must be located in the United States and its territories (Puerto Rico and the Virgin Islands). This applies to primary and additional locations involved in the doctor's practice.
- Risks classified under class codes I. and VI.
- Dentists must hold a current temporary or permanent dental license in the state(s) of his/her practice. (Exception: Board coverage, States where evidence of insurance is required for licensure).
- Non-licensed dental students must be enrolled in an accredited dental program.
- Dentists must be in an individual or group practice, licensing facility, dental school or State Dental Society.
- If the dentist is a member of a group practice, partnership, or professional corporation or association, or has any ownership interest in the practice, the entire group should be insured with Underwriters under the same policy with the same limits of liability and expiration date.
- If a Group practice, the number of dentists to be eligible for this program shall be 10.
- The dentist must have a favourable loss history.

Existing insureds who no longer meet these requirements are ineligible for coverage at renewal.

INELIGIBLE EXPOSURE /PROCEDURES

- Risks classified under Classes III., IV, IX, X, XI and XII
- Prior Acts over a gap in coverage.
- Any new business submission or renewal for dentists who perform Maxillofacial surgery, plastic surgery, practice anaesthesiology or perform operations under general anaesthetic.
- Any new business submission or renewal for dentists who perform the "Sargenti", paste filled or similar endodontic technique or existing insureds who begin using the technique.
Note: We may consider writing a new business submission or renewal of an existing insured if a letter is submitted indicating that the dentists will no longer perform the "Sargenti", paste filled or similar endodontic technique_ The Specified Procedure Exclusion must be attached to the policy.
- Prior acts over any dentist who has previously performed the Sargenti, paste filled or similar endodontic technique.
- Any dentist who is diagnosing sleep apnea and fabricating sleep apnea devices without the involvement of a physician.
- Elective Cosmetic surgery unrelated to traumatic injury or disease.
(Exception: States that specifically allow botox and derma fillers in the dental practices act.)
- Requests to add additional insureds to faculty policies

- Full-time prison exposure
- Full-time locum tenens
- Emergency Care/Urgent Care Clinics
- Full-time Holistic Dentistry
- Part-time Dental/Oral Surgery Students
- Full-time locum tenens

GUIDELINES

The following criteria have been established as an underwriting tool for the agent/program administrator. Your underwriting and policy issuance authority is addressed below. Underwriters reserve the right to alter these criteria if the situation requires.

This underwriting authority is being granted to Brown & Brown, Inc. Brown & Brown, Inc. has the authority to approve, bind and issue new and renewal policies, as well as to endorse and cancel existing policies in all states, subject to the following:

- Class of Dentist

Only Classes 1., VI, (includes professional corporations, board exam applicants, dental students, locum tenens and volunteer dentists) may be written

Classes III., IV, IX, X, XI and XII are **ineligible** for this program.

The following Codes shall apply under this plan:

Class	Description	Code No.
I.	Dentists who perform dentistry on patients who have been treated with local anaesthesia and/or oral medication and/or nitrous oxide/oxygen sedation and/or conscious sedation. Does not apply to treatment involving any general anaesthesia or deep sedation unless administered in a hospital or state licensed and regulated surgical centre. Also, dental radiologists are included.	80211 & 80253
III.	All oral surgeons. In addition, this applies to dentists as defined in Class 80211 who perform dentistry utilizing general anaesthesia or deep sedation, unless performed in a hospital or state licensed and regulated surgical centre, in which case class 80211 will apply.	80210
IV.	Dental School Faculty – Teaching dentists and graduate students with no intramural practice.	80213
VI.	Professional Corporations or Partnerships	80999
IX.	Dental Anaesthesiologists whose practice does not include deep sedation and/or general anaesthesia.	90100

X.	Dental Anaesthesiologists whose practice includes deep sedation and/or general anaesthesia.	90101
XI.	Volunteer Dentists providing dental services and receiving no remuneration.	72990
XII.	Volunteer Oral Surgeons providing dental services and receiving no remuneration.	72991

- Professional Liability Limits
up to \$2,000,000/\$4,000,000. Higher limits may be available on a referral basis only
- Prior Acts (over prior claims-made policy only)
 - Limits equal to those provided by the prior carrier
 - All other underwriting criteria must be met
 - If limits are increased, a split retro to be applied with Retro Date Inception applying to the first year of such increased limits

- PL Claims History.

Any new or renewal business with any Professional Liability claims or circumstances within the last 5 years must be referred to Underwriters for prior approval

- Experience/Schedule Modifications (refer to state exception pages for guidelines)
- Dismissed Board Actions
- Schedule Rating

Credits/debits must be applied based on sound underwriting judgment. Justification for debit/credit must be documented in the underwriting file.

The schedule credit worksheet is required every 4 years. However, the applications and claims history must be reviewed each year for changes.

Schedule credits are not available for the following accounts:

- New Grad, 1st and 2nd year New Dentists
- Part-time Dentists
- Dentists receiving a leave of absence credit
- Dental School Faculty
- Oral Surgeons
- Multi-Dentist Groups
New Business and Renewals: Up to 9 dentists including independent contractors and employed dentists are not entitled to group credits. 10 or more dentists may be eligible for a 15% group credit.
- If a Gap in coverage, RDI only to be offered with no back dated retro dates
- Treatment for alcoholism, drug abuse, mental illness or other debilitating disease or condition or legal problems within the last 5 years

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and active status. License action can be obtained via Internet or telephone call to the board.

- Reinstatement of coverage only available if full premium paid
- Endorsements
- Cancellation/Rewrites, including:
 - backdate cancellation for duplicate coverage
 - non-payment of premium
 - Policies may be cancelled flat if cancellation is within 30 days of the effective date
 - Statutory requirements and mailing time must be met prior to policy expiration
- Cone Beam /Imaging Services / CAT Scan / MRI device
- Any renewal submission which indicates adverse action during prior policy term (Suspension, probation, Medicare/Medicaid fraud, revocation, prior coverage non-renewal. professional conduct complaints. etc.) to be referred to Underwriters
- All Requests for Backdates of endorsements up to 60 days

Note: Backdating is defined as a request for an effective date that is more than 30 days prior to receipt by Brown & Brown. The request must be within the authority granted to Brown & Brown. No known claims letter is required.

REFERRAL CRITERIA

If any of the following circumstances exist, the application must be reviewed by Underwriters prior to binding. A written document containing all the pertinent details regarding the circumstances (where applicable) must be forwarded with the dentist's application to Underwriters for prior approval on either a new or renewal applicant. Once a specific exposure has been referred and approved, it does not need to be referred again unless there are any changes in the exposure which would include claim(s), board complaint(s), criminal conviction or other adverse action, etc.

- PL Claims History
- Any new or renewal business with any Professional Liability claims or circumstances within the last 5 years must be referred to Underwriters for prior approval
- Multi-Dentist Groups **(Please see Procedure 4120 attached)**
 - New Business and Renewals: 10 or more dentists including independent contractors and employed dentists.
- Dental Associations
 - State dental associations and/or component societies - **New business only**
 - **Renewals-** Refer if claims activity
- Governmental Inquiries
 - All Insurance Department inquiries
 - Government surveys
- All Requests for Backdates in excess of 60 days.

Note: Backdating is defined as a request for an *effective* date that is more than 30 days prior to receipt by Brown & Brown. The request must be within the authority granted to Brown & Brown.

- Unusual Risk Characteristics, including but not limited to:
 - Any risk which would require the development of a manuscript endorsement
 - Items beyond the scope of the company filings. attached

- Any increase *above* authority outlined in Procedure 3000 attached
- Any risk characteristics not listed in the Underwriting Authority granted to Brown & Brown in Procedure 3000
- Any submission that indicates the applicant or insured has been convicted of a crime.

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and active status. License action can be obtained *via* Internet or telephone call to the board.

- Any adverse action (Suspension, probation, Medicare/Medicaid fraud, fee complaints, revocation, prior coverage non-renewal, professional conduct complaints, etc.)

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and *active* status. License action can be obtained *via* Internet or telephone call to the board.

- Requests for leave of absence in excess of 180 days
- Large Practices / Unusual Risk(s) (Please see Procedure 4120 attached)
- Requests to decrease PL limits (other than retirement, decrease hours, full-time to part-time)
- Any risk where the principal(s)/ owner(s) is not a dentist
- Dentists practicing as a hygienist (these dentists must be written at the appropriate classification)
- New business submission or renewal of an existing insured who indicates that he will no longer perform the "Sargenti", paste filled or similar endodontic technique. A letter advising of the technique used is required.

Note: Prior Acts is not available for new business and the Specified Procedure Exclusion (GSL 6150-A) must be attached to the policy.

- Requests to add manuscript endorsements, new or existing endorsement. No existing manuscript endorsement should be attached to another policy unless the request has been approved by Underwriters for that specific policy.
- Dental Consulting Services -separate entity providing these services
- Requests to change coverage when there is a pending claim (i.e., add entity, insured, etc.). Authority to add an entity with shared limits only is granted at the Supervisory level if all other underwriting criteria must be met.
- Botox and or dermal fillers. (see authority)
- Cosmetic dermal procedures related to traumatic injury or disease. Any application or documentation that indicates that the dentist performs cosmetic procedures related to a traumatic injury or disease must be referred to Underwriters for review prior to quoting, binding or renewal.

Required Information

The following information must be submitted to be considered for new or renewal coverage:

- Fully Complete Applications

- Full application is required for all new business. This includes a new graduate who owns his practice.
- A full application is required at the next renewal for newly graduated employee dentists or independent contractors who completed the First Year Dentist Application. A renewal application should not be accepted.
- A lifetime renewal application is required each year for renewal policies.
- An account may be non-renewed if current applications are not received.

If there are no changes to the renewal application, the application should be stamped NO CHANGES by the state administrator.

Note: Coverage cannot be bound on incomplete applications or applications completed in pencil.

The following information is required every 4 years:

- A copy of applicant's current business letterhead:
A letterhead is not required for independent contractors, employed dentists or faculty.
- Schedule rating Worksheet (a copy must be in file annually)

All risks must meet the criteria established by Underwriters. (Please refer to the Schedule Credit Requirements Checklist- Procedure 8020 attached)

Note: The loss history must be verified each year to make sure the risk still qualifies for the credit.

License Verification (new and renewal business) or a copy of license (new business only) if website is not available. (see exception Procedure 1000 attached)

All new business submissions and existing insureds that have or had drug, alcohol, criminal or legal problems unrelated to the practice of dentistry or who has been the subject of an investigation or whose license to practice dentistry has been suspended, revoked or placed on probation must have their licensed checked annually for board actions and active status. License action can be obtained via Internet or telephone call to the board.

The following information is required each year:

- Complete claim data for new business, including those claims that are closed without payment, pending or paid. The Supplemental Claim Information Form must be completed for each claim or incident which has occurred.

New Business Submissions- A loss run with 5 years of loss history may be requested if warranted based on review by Brown & Brown and/or Underwriters.

- Evidence of Insurance

Evidence of Insurance for all non-Underwriters insured independent contractors or employee dentists with professional liability insurance separate from the insured. Certificates showing policies, which have expired, are not acceptable.

- Board Transcripts

Any applicant who has been the subject of any type of investigation or whose license to practice has been suspended, revoked or placed on probation, must provide the transcripts from that review and all pertinent information relating to the review i.e.; documentation detailing compliance with conditions, final resolutions, etc. from the investigation agency.

- Impairments

Any applicant who has in the past or currently suffers from a physical or mental impairment, must provide a physician's statement detailing current condition and ongoing treatment. This statement must be updated each year at renewal.

- Part-time Supplement

The supplement is required each year for any applicant who works 20 or less per week and is under age 55. The supplement must be received for all new business or changes from full-time to part-time regardless of age.

The following information is required with the new business or renewal submission if any of these situations are indicated on the application:

- Details regarding changes in the applicant's or insured's hospital privileges. (Not very common among general dentists)
- Details from the investigating agency
Any applicant or insured who is or has been the subject of a criminal investigation or who has been convicted of a crime, license to practice has been suspended, must provide details from investigating agency.

- Insurance History
Any applicant who indicates he has practiced without insurance, had professional liability insurance refused, cancelled or non-renewed, must provide details including the dates and reason.

- Declarations Page from prior carrier

Any applicant who is requesting prior acts must provide a copy of the declaration page or proof of prior acts date.

- Evidence of attendance at one of the Underwriters approved Risk Management Seminars (AAOMS / OMSNIC, AAO, Henry Spenadel Continuing Education Program - Refer to Procedure 8010)
- Cone Beam /Imaging Services / CAT Scan / MRI device. The following information is needed:
 - are radiological services provided for patients other than
 - has a separate entity been set up for this exposure

The differentiation as to "additional insured" and "named insured" is critical. For professional liability, a named insured is afforded separate limits of liability and is indicated on the declarations page or schedule. An entity that is not a named insured has protection available under the policy as an additional insured and must share coverage limits.

Requests to add specific entities as additional insureds or additional named insureds are quite common. Due to the repeated requests of this nature, it is very easy to become complacent and agree to add whatever is requested without fully evaluating the additional exposures.

The coverage for the additional insured is limited to the activities and/or locations of the insured. It is not our intent to provide coverage for the sole negligence of the additional insured. Rather, it is our intent to provide coverage to the additional insured for the vicarious liability arising out of the actions of our insured.

The following information should be used to assist the underwriter in analyzing the additional exposures.

- The reason for the request and the relationship between the named insured and the additional insured.
- The extent of the additional insureds operations and the involvement with the named insured.
- Other coverage available to the additional insured.
- The insured must be required by a written contract or agreement to add the person or organization as an additional insured.

- A "DBA" is not a legal entity therefore it cannot be listed as a named insured. It is acceptable to add "John Doe, DDS d/b/a ABC Dental" using endorsement G-56425. However, "ABC Dental" should not be listed on the policy as a named or additional insured with separate limits.

Corporations/Partnerships coverage is provided to cover the vicarious liability exposure of a professional corporation, partnership or association arising from the practice of dentistry by employees and member dentists. All members of the partnership, corporation or association should be insured by UNDERWRITERS with the same limits of liability and expiration date.

Sole Shareholder Corporations

Solo practitioners who have incorporated their practices operate sole shareholder corporations.

Coverage is provided as follows:

- On a shared limit of liability basis with the principal dentist.
- No additional premium shall be charged.
- On a separate limits of liability basis. (for an additional charge)

Partnerships/Multi-shareholder Corporations

Legal entities with two or more shareholders may be added to the policy to cover the corporation exposures of operating a dental practice. Coverage is provided as follows:

- On a shared limit of liability basis with the principal dentists, in which case no addition premium shall be charged.
- On a separate limits of liability basis. (for an additional 10% premium charge)
- The corporation, partnership or association and all individual practitioners must maintain the same limits of liability and expiration date.

Limited Liability Companies

Limited Liability Companies carry the same risk as the professional corporation or partnership and will be handled the same way as the PC or partnership from an underwriting perspective.

Additional Insured

An additional insured, other than Corporations/Partnerships/Associations, may be added to the policy at a charge of 5% of the policy's Professional Liability charge.

(This charge does not apply to an additional insured who owns or finances leased equipment to the insured.)

A Special Events endorsement (PL) may be added at no additional charge.

Disability/Leave of Absence

A practitioner who becomes disabled, or is on leave of absence for a period of 45 days or more, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. This will apply retroactively to the first day of disability or leave of absence.

Leave of absence may include active duty in the military and time to enhance the practitioner's education, but, does not include vacation time. Active duty military on deployment will receive a 100% reduction in their premium and a suspension of coverage for the deployment period.

Part Time

A part time credit of 50% of the applicable rate will apply to any practitioner who works 20 hours or less per week. This credit will not apply when the first year new dentist premium is charged.

Locum Tenens

Coverage for a practitioner substituting for an insured will be limited to cover only professional services rendered on behalf of an insured for the specified time period. Locum Tenens will share in the insured's limit of liability. There is no additional charge for a period not to exceed 60 days.

Vicarious Liability - Contractors and Non-Insured Employed Dentists

A charge of 10% of the named insured's premium per contractor and non-insured employed dentist will apply for the additional Vicarious Liability assumed by the insured as a result of such situations.

Separate Limits

The separate limit is a single entity limit shared by the corporation, partnership, association, partners, corporate officers and employees combined.

Policy Issuance

The entity must not be named on the declarations page if the entity has shared limits.

Prior Acts (retroactive coverage) will be considered for applicants who have been insured under a claims-made policy. Complete details for the immediately preceding policy must be secured including:

- The named insured
 - Limits of liability
 - Effective date and prior acts date
 - The name of the prior insurance carrier
 - Prior loss history, including reserve amounts
 - A.M. Best rating
 - Warranty statement (for those carriers previously approved by UNDERWRITERS)
- An optional endorsement is available to provide prior acts limits to coincide with lower limits of liability from the insured's previous insurance company.
 - When new entities are formed, the prior acts date should be the date the entity was formed/incorporated. These entities should not have the same prior acts date as the old prior acts date on the policy.

Prior acts is not available in the following situations:

- Over any dentist who previously performed the Sargenti, paste filled or similar endodontic technique
- Over a gap in coverage
- Over a surplus lines carrier, JUA or an Occurrence Plus policy (other than Columbia Casualty)
- Limits higher than those provided by the prior carrier
- Any new business submission or renewal for dentists who perform the "Sargenti", paste filled or similar endodontic technique or existing insureds who begin using the technique.

Note: We may consider writing a new business submission or renewal of an existing insured if a letter is submitted indicating that the dentists will no longer perform the "Sargenti", paste filled or similar endodontic technique. The Specified Procedure Exclusion must be attached to the policy

RATES

Base Rates and Limits

Base rates are applied on a "per Full Time Equivalent" basis on with a base Policy Limit of \$1,000,000 per claim/\$3,000,000 aggregate as per the table below.

STATES:	Mature Rates	Step 4	Step 3	Step 2	Step 1
AK	\$2,559	2,303	2,076	1,536	825
AL	\$1,899	1,812	1,633	1,208	649
AR	\$945	850	766	567	304
AZ	\$3,281	3,011	2,714	2,008	1,078
CA TERR 1	\$2,950	2,655	2,389	1,770	944
CA TERR 2	\$2,950	2,655	2,389	1,770	944
CA TERR 3	\$2,950	2,655	2,389	1,770	944
CA TERR 4	\$2,950	2,655	2,389	1,770	944
CA TERR 5	\$2,581	2,323	2,090	1,548	826
CO	\$1,431	1,434	1,293	956	514
CT	\$1,868	1,681	1,515	1,121	602
DC	\$2,816	2,535	2,284	1,690	908
DE	\$2,123	1,969	1,774	1,313	705
FL TERR 1	\$7,683	7,028	6,334	4,685	2,516
FL TERR 2	\$5,087	4,949	4,460	3,299	1,772
FL TERR 3	\$3,768	3,667	3,305	2,444	1,313
FL TERR 4	\$2,166	2,331	2,101	1,554	834
FL TERR 5	\$2,548	2,331	2,101	1,554	834
FL TERR 6	\$2,548	2,331	2,101	1,554	834
FL TERR 7	\$3,014	2,756	2,484	1,837	987
GA	\$1,787	1,690	1,523	1,126	605
HI	\$1,464	1,425	1,284	950	510
IA	\$1,551	1,479	1,333	986	529
ID	\$1,885	1,557	1,404	1,038	558
IL TERR 1	\$2,971	2,674	2,410	1,782	957
IL TERR 2	\$1,910	1,719	1,550	1,146	616
IL TERR 3	\$2,593	2,334	2,103	1,556	836
IL TERR 4	\$1,816	1,634	1,473	1,089	585
IN TERR 1	\$1,536	1,499	1,351	999	537
IN TERR 2	\$615	600	541	400	215
IN TERR 3	\$615	1,875	1,690	1,250	671
KS	\$1,927	1,079	972	719	386
KY	\$1,163	2,517	2,269	1,678	901

LA TERR 1	\$2,741	2,051	1,848	1,367	734
LA TERR 2	\$2,234	1,715	1,546	1,143	614
MA	\$1,868	2,089	1,883	1,393	748
MD	\$2,322	1,684	1,517	1,123	603
ME	\$1,871	2,484	2,239	1,656	889
MI TERR 1	\$2,680	1,892	1,705	1,261	677
MI TERR 2	\$2,041	998	899	665	357
MN	\$1,087	1,517	1,367	1,011	543
MO TERR 1	\$1,636	1,364	1,229	909	488
MO TERR 2	\$1,472	1,665	1,500	1,110	596
MS	\$1,850	1,131	1,019	754	405
MT	\$1,257	1,129	1,018	753	404
NC	\$1,218	1,149	1,036	766	411
ND	\$1,277	985	888	657	353
NE	\$1,094	1,559	1,405	1,039	558
NH	\$1,925	3,475	3,132	2,317	1,244
NJ TERR 1	\$3,782	2,778	2,503	1,852	994
NJ TERR 2	\$3,026	1,913	1,724	1,276	685
NM	\$2,065	3,572	3,219	2,381	1,279
NV	\$3,816	6,691	6,031	4,461	2,396
NY TERR 1	\$7,435	4,875	4,393	3,250	1,745
NY TERR 2	\$5,416	3,185	2,870	2,123	1,140
NY TERR 3	\$3,539	1,500	1,352	1,000	537
OH TERR 1	\$1,618	1,495	1,348	997	535
OH TERR 2	\$1,618	1,519	1,369	1,012	544
OH TERR 3	\$1,618	4,196	3,782	2,798	1,502
OH TERR 4	\$1,618	3,147	2,836	2,098	1,127
OK	\$2,077	3,016	2,718	2,010	1,080
OR	\$1,638	2,147	1,935	1,432	769
PA TERR 1	\$4,633	1,321	1,191	881	473
PA TERR 2	\$3,497	1,652	1,488	1,101	591
PA TERR 3	\$3,351	1,151	1,037	767	412
PA TERR 4	\$2,386	2,248	2,026	1,499	805
PA TERR 5	\$1,468	1,339	1,207	893	479

PA TERR 6	\$1,835	1,191	1,074	794	427
RI	\$2,498	1,962	1,768	1,308	703
SC	\$1,390	1,224	1,103	816	438
SD	\$1,285	1,224	1,103	816	438
TN	\$2,116	1,224	1,103	816	438
TX TERR 1	\$1,360	1,332	1,200	888	477
TX TERR 2	\$1,360	2,018	1,819	1,346	723
TX TERR 3	\$1,360	5,017	4,521	3,344	1,796
TX TERR 4	\$1,480	1,274	1,148	849	456
TX TERR 5	\$2,243	5,017	4,521	3,344	1,796
TX TERR 6	\$5,574	1,047	943	698	375
TX TERR 7	\$1,416	1,267	1,142	845	454
TX TERR 8	\$5,574	1,089	981	726	390
UT	\$1,255	989	891	659	354
VA TERR 1	\$1,381	2,664	2,401	1,776	954
VA TERR 2	\$1,186	668	602	445	239
VA TERR 3	\$1,078	1,953	1,757	1,294	708
VI	\$2,960	1,395	1,258	930	500
VT	\$720	2,415	2,176	1,610	865
WA	\$2,045	1,930	1,739	1,287	691
WI	\$1,551	2,303	2,076	1,536	825
WV	\$2,683	1,812	1,633	1,208	649
WY	\$2,062	850	766	567	304

SUPPLEMENTAL MODIFICATIONS -

Any modifications developed under subitems A. and B. shall be summed and applied as a single factor.

A. Schedule Rating

Based on the following individual risk characteristics, the maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%: Credit

	Credit	Debit
Procedure Mix		
Applicable to practitioners whose procedures or practice specialties are primarily concentrated in areas other than their practice classification and/or specialty.	0 – 25%	0 – 25%
Exposure Modification		
Applicable to those insureds who have an increased or reduced exposure.	0 – 25%	0 – 25%
Unusual Risk Characteristics	0 – 25%	0 – 25%

Loss Prevention / Risk Management

5-10%

XX

A credit will be applied to the dentist's classification Rate applicable to each dentist who attends an approved loss prevention/risk management workshop or successfully completes an approved home study course. This credit will be applied for 3 consecutive years.

X

C. Experience Rating

Based on the claim history of an individual practitioner over the preceding five year period, a debit will be applied to the classification rate. If there is claim activity during the last 5 years, the preceding 5 years would be reviewed. Criteria used to determine the application of such debits shall include claim history including a review of a combination of cause of loss, frequency, severity, indemnity payments, expenses and reserves. Such debits, if applied, shall apply on a one year basis and will be subject to annual review.

EXTENDED REPORTING PERIOD COVERAGE

A. The extension period is unlimited as respects time. The availability of Extended Reporting Period Coverage shall be governed by the following rules:

1. The limits of liability will not exceed the lowest limits of liability in force for the last 12 month policy period.
 2. Extended Reporting Period Coverage will be available to all named insureds shown on the Declarations page of this policy. Should an insured terminate association with an entity, coverage will also be offered for the liability of the entity provided that such entity was also insured by this Company.
 3. Should the entity terminate coverage under the policy, the entity may purchase this coverage by giving the Company written notice, within 60 days, of its intent to purchase, and paying the appropriate premium.
 4. Upon termination of coverage under this policy by reason of death or disability, the insured's unearned premium for this coverage will be waived and Extended Reporting Period Coverage will be granted for no additional charge.
 5. There will be no charge for Extended Reporting Period Coverage in the event of retirement and provided the insured is at least 55 years of age and has been continuously insured by Underwriters for at least 5 consecutive years.
- This shall apply to all insureds otherwise qualifying for such coverage.
6. The Prior Acts date of coverage with this Company will determine the years of prior exposure in calculation of Extended Reporting Period Coverage.
 7. Premium must be paid promptly when due. Premium may be paid in advance, or in three annual installments.
 8. In the event the policy is canceled, any return premium due the insured shall be credited toward the premium for Extended Reporting Period Coverage, if the insured elects this coverage. If any premium is due for the period of time between the earlier of the policy's Prior Acts date or effective date and the termination date, any monies received by the Company from the insured shall first be applied to the premium owing for the policy and then to the Extended Reporting Period endorsement.
 9. The factors in the following table shall be applied to the mature claims-made rate in effect at the inception of the last claims-made policy.

Years of Prior Claims-Made Coverage	Installment Factors			Prepaid Factors
	1st year	2nd year	3rd year	
1	.31	.23	.30	.79
2	.51	.35	.46	1.23
3	.61	.49	.46	1.45
4 or more	.73	.49	.46	1.57

B. A one year extended reporting period for the Employment Practices Liability (EPL) Defense Only coverage available. The associated factor, as shown on the state rate/exception pages, is applied to the annual EPL premium

INCREASED LIMIT FACTORS

Higher limits on claims-made policies may be elected up to a maximum liability limit of \$5,000,000 per claim/\$8,000,000 aggregate on the following basis:

Increased Limit Factor Limits of Liability	Classes	
	All Other	III & X
\$1,000,000/3,000,000	1.02	1.02
\$2,000,000/3,000,000	1.16	1.19
\$2,000,000/4,000,000	1.176	1.206
\$2,000,000/6,000,000	1.204	1.234
\$3,000,000/3,000,000	1.26	1.3
\$3,000,000/6,000,000	1.308	1.348
\$4,000,000/4,000,000	1.325	1.375
\$5,000,000/5,000,000	1.375	1.425
\$5,000,000/6,000,000	1.391	1.441
\$5,000,000/8,000,000	1.424	1.474

DEDUCTIBLE

The following deductibles apply to indemnity only on a per claim basis. The premium credits will apply to PL premium only.

PL Deductible	PL Premium Credit
\$5,000	4.1 %
10,000	6.9 %
15,000	9.1 %
25,000	12.7 %
50,000	18.5 %
75,000	22.1 %
100,000	24.7 %
250,000	31.7 %

Country Wide Schedule Rate Factors

ST AT E	CREDITS - PL	EPLI	AS SO C CR ED IT	IRPM	PDF for PL
AK	Schedule Rating will not exceed 25%.	Up to \$750,000*	5%	Deleted in its entirety and not replaced.	0.856
AL	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.904
AR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Minimum limits of \$500,000 up to \$1,000,000	5%	May not exceed 25 40%.	0.834
AZ	All insureds are eligible for the schedule rating plan. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claims Free Credit - A 15% credit applies when no claim of \$500 or more incurred indemnity and ALAE in the last 6 yrs and no more than 2 claims in the last 5 years. Note: a combination of a max of 2 claims is allowable for this discount. A claim-free credit of 10% shall apply when no claim of \$500 or more incurred indemnity and ALAE in the last 3 yrs and no more than 2 claims in the last 5 yrs. Note: a combination of max of 2 claims is allowable for this discount. CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10%	CCC CW Filing: May not exceed 25%.	0.978
CA	Note: a combination of max of 2 claims is allowable for this discount. CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	1.000
CO	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.965
CT	Claim Free Credit - A 15% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.966

DC	Claim Free Credit - A 10% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$2,500. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.940
	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.910
DE	Schedule Credit - In order to be eligible for schedule rating, the annual manual premium for an insured must be at least \$1,000. In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000. New Dentist Discount: 75% first year, 60% second year, 25% third year and 10% fourth year.			In order to be eligible for schedule rating, the annual manual premium for an insured must be at least \$1,000.	
FL		Up to \$1,000,000		In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000.	0.956
GA	Schedule Rating will not exceed 15%.	Up to \$1,000,000		May not exceed 25.49 %. 25.49%.	0.908
HI	Schedule rating is deleted and shall not apply. Injectable Neurotoxins & Derm fillers provided on CM basis for a charge of \$2,000.	Up to \$1,000,000		Deleted and shall not apply.	0.824
IA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 10% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.909
ID	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred	Up to \$1,000,000	5%	May not exceed 25.49 %. 25.49%.	0.946

indemnity amount greater than \$5,000.

IL	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		May not exceed 25.40 %.	0.860
IN	May not exceed +/- 25.50 %.	Up to \$1,000,000		May not exceed 25.40 %.	0.832
KS	Schedule Rating will not exceed 25%. The application of rate modifications shall apply in accordance with Kansas Senate Bill 539. (i.e. +/- 25%) *See state pages for specifics. \$50 charge for Locum Tenens coverage. Injectable Neurotoxins & Derm fillers provided on a CM basis for a charge of \$2,000.	Up to \$1,000,000		May not exceed 25.40 %. The application of rate modifications shall apply in accordance with Kansas Senate Bill 539. *See state pages for specifics.	0.925
KY	Schedule Rating will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25.40 %.	0.952
LA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.946
MA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.966
MD	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.957
ME	Schedule Rating will not exceed 40%.	Up to \$1,000,000	5%	May not exceed 25.40 %.	0.884
MI	Claim Free Credit - A 15% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10%	CCC CW Filing: May not exceed 25%.	1.000

M N	Claims Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000 *		May not exceed 25.40 %.	0.834
	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.920
MS	Claim Free Credit - A 10% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		May not exceed 25.40 %.	0.909
	Schedule Rating will not exceed 25.40 %. Claim Free Credit - A credit applies to the premium for each dentist who has had no demand for money or services naming the insured and alleging a dental incident for: At least 3 years, but less than 5 years @ 5% ; At least 5 years, but less than 8 years @ 10% ; At least 8 years @ 15%.	Minimum limits of \$500,000 up to \$1,000,000	5%	May not exceed 25.40 %.	0.930
NC	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25.40 %.	0.799
ND	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10%	CCC CW Filing: May not exceed 25%.	0.816
NE	Schedule Rating will not exceed 25.40 %.	Up to \$1,000,000	10%	May not exceed 25.40 %.	0.837
NH	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25.40 %.	0.882
NJ	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. *Credit of 1% will apply for insureds who elect to waive the consent to settle provision.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.952
NM	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000 * *EPL not available	5%	CCC CW Filing: May not exceed 25%.	0.901

NV	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. A 10% credit applies to the PL rate for each of the past 5 years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.968
NY	Claims Free Credit - A 15% credit shall be applied. Schedule Rating is deleted and not replaced. Risk Management credit of 10%.	*EPL Not available	10 % NY CDS	May not exceed 15%.	0.900
OH	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.944
OK	Schedule Rating will not exceed 25.40 %.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.835
OR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.954
PA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.951
PR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		Deleted	0.800
RI	Schedule Rating will not exceed 25.40 %.	Up to \$1,000,000	10 %	May not exceed 25.40 %. Not available in Tier 1 & 2	0.952
SC	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		May not exceed 25.40 %.	0.854
SD	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.834
TN	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		May not exceed 25.50 %.	0.949
TX	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.91

UT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000. Schedule Rating will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.910
		Up to \$1,000,000	May not exceed 25.40 %. CCC CW Filing: May not exceed 25%. Credits may not exceed 25% and the debits may not exceed 25.40 %.	0.851
VI	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.821
VT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	Credits may not exceed 25% and the debits may not exceed 25.40 %.	0.742
WA	Schedule Rating will not exceed 25%. Claim Free Credit - A 10% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000.	Up to \$1,000,000 *	Deleted and not replaced.	0.950
	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 25.40 %.	0.922
WV	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 25.40 %.	0.891
WY	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 25.40 %.	0.622

NATIONAL DENTAL PROGRAM

PROCEDURE 4120

LARGE PRACTICE EXPOSURE

A large practice exposure refers to any dental practice/facility involving ten or more dentists. The relationship can range from a corporate ownership involving all dentists to a dentist utilizing the services of nine or more independent contractors.

Circumstances

Large Practice exposures are becoming more prevalent over the recent years due to changes in the dental industry. This type of exposure needs to be carefully evaluated and underwritten.

Procedures

- Employed dentists must be insured with Underwriters at the time of submission of owner/applicant. If not, we must receive a letter from the employee stating his policy's expiration date and his agreement to come with Underwriters at the time his policy expires.
- An independent contractor working for the owner/applicant must provide a Certificate of Insurance showing professional liability limits equal to or greater than the insured.
- Both new and renewal business needs to be evaluated for the number of dentists involved and the relationship of the doctors clarified. A Large Practice questionnaire must be completed.
- If it is determined that there are more than fifteen dentists involved in a practice or dental facility, the submission needs to be referred to Brown Underwriting. This includes all exposures regardless of the fact that we are only considering writing the principal dentist who utilizes the services of independent contractors

NOTE: All partners, employees, or members of the group with a legal interest in the practice must be written with Underwriters.

- If multiple legal entities are requesting coverage, complete details of the entities must be provided.

NATIONAL DENTAL GUIDELINES

PROCEDURE 1000

ELIGIBILITY GUIDELINES

Guidelines

The general guidelines for eligibility in the National Dental Program are as follows:

- *
 - All risks must be located in the United States and its territories (Puerto Rico and the Virgin Islands). Coverage is not available in Massachusetts, Texas or California. This applies to primary and additional locations involved in the doctor's practice.

Note: We are unable to issue a policy if the mailing address is outside of the United States.

- Dentists must hold a current dental license in the state(s) of his/her practice. (Exception: Board coverage).

- Dentists who practice in multiple states require additional underwriting analysis. The policy will be issued in the state where the dentist primary practice is located which is determined by the percentage of practice time at each location and rated based on 25% or more of practice time in higher rated territory.

- ☐ Non-licensed dental students must be enrolled in an accredited dental program.

- Dentists must be in an individual or group practice, licensing facility, dental school or State Dental Society.

- If the risk is a dental school, all students and faculty must be insured by UNDERWRITERS under the school policy.

- If the dentist is a member of a group practice, partnership, or professional corporation or association, or has any ownership interest in the practice, the entire group must be insured with UNDERWRITERS under the same policy with the same limits of liability and expiration date. This requirement may be waived for independent contractors and employed dentists.

Under the Uniform Partnership Act, which has been enacted in almost every state, a partnership is liable for the acts and omissions of a partner acting in the ordinary course of the partnership business. In addition, all partners are jointly and severally liable for these kinds of partnership obligations. This means that if a dentist, who is a member of a partnership, commits a negligent act while treating a patient, then all of the other partners are equally liable for such negligent act. Limited Liability Partnerships and Corporations carry the same risks as a partnership and Corporation and will be underwritten and insured the same.

- * • The dentist must have a favorable loss history.

Existing insureds who no longer meet these requirements are ineligible for coverage at renewal.

NATIONAL DENTAL PROGRAM

PROCEDURE 8010

PREMIUM CREDITS

Most insureds have a number of premium credits available to them. These credits are applied to the professional liability premium, change of exposure additional charge and extended reporting period premium. If more than one credit applies, the credits are multiplied together rather than added together.

The following are the available premium credits.

NEW DENTIST CREDIT

A "new dentist" is defined by the UNDERWRITERS filing as a student who has completed his training in dentistry within the **previous** twelve (12) months from the license date, an experienced military dentist who within twelve months of honorable military discharge enters full-time practice, or a foreign graduate of a 4 year program from an accredited U.S. dental school enters full-time practice.

The new dentist discount is to be utilized for those dentists just entering practice and are eligible under the established guidelines for the credit.

- Dentists who have provided professional services for the military as independent contractors are not eligible.
- Military dentists who have had any private practice while in the military are not eligible for this credit.

The following credits will apply:

50% of the first year in practice
25% of the second year in practice
15% of the third year in practice
10% of the fourth year in practice

Please refer the state exception pages for the credits applicable in each state.

Procedures

- The dentist's application needs to be reviewed carefully as to employment history and current status to confirm the discount is appropriate. The State Administrator may, in questionable instances, need to confirm the dentist's graduation date from dental school. Foreign dentists graduating from an accredited dental school must provide a copy of their U.S. dental school diploma.

- If the dentist is given the first year discount, he is not eligible for the part-time credit.
- Military dentist who within six months of honorable military discharge are not required to submit their discharge papers for application of the credit.

PART-TIME CREDIT

A part-time rate of 50% of the applicable rate will apply to any dental practitioner who works 20 hours or less per week. **This credit does not apply if the first year new dentist credit has been applied.**

Procedures

- Requests for part-time consideration require completion of the Part-Time Supplement by the insured.
- Part-time rating requires a dentist's practice be limited to 20 hours or less per week. Practice time includes consulting, paperwork, lab time, hospital hours, residency hours, etc.
- Premium is 50% of Professional Liability Premium. **MINIMUM PREMIUMS MUST BE ADHERED TO FOR ANY EXCESS LIMITS PURCHASED.**
- If hospital/residency hours are not a consideration towards part-time rating due to insurance being provided for this exposure, we will need documentation provided by the hospital (i.e., Certificate of Insurance showing dentist as insured). If appropriate, we **may** approve part-time rating but exclude the residency/hospital exposure.
- *• Insureds receiving the part-time credit are required to complete the Part-time supplement at each renewal.
- If full time practice exposure for prior years applies, the Change of Classification formula will be utilized. A one time additional premium endorsement will apply at policy issuance or when exposure changes from full-time to part-time.
- If full time practice exposure for prior years applies, the Change of Classification formula will be utilized. A one time additional premium endorsement will apply at policy issuance or when exposure changes from full-time to part-time.

The additional premium as a result of the change of classification may be reduced by a Scheduled Vesting Credit. The percentage for this credit is based on the number of years the dentists has been insured with UNDERWRITERS. (See Change of Exposure – Procedure 6010)

Note: Some states require a dentist to cancel his coverage, purchase Extended Reporting coverage and rewrite to a new policy.

- The Change of Classification formula will be waived
 - if the dentist has reached the age of 60 years old and has five years of continuous coverage with UNDERWRITERS.
 - when the dentist is reducing his hours because he is returning to school to pursue specialty training.
- Class IV dentists are not eligible for part-time rates.

LOSS PREVENTION/RISK MANAGEMENT CREDIT

A credit will be applied to the dentist's classification rate applicable to each dentist who

attends an approved loss prevention/ risk management workshop or successfully completes the UNDERWRITERS home study course. This credit will be applied for three consecutive years.

The following carrier's Risk Management seminars are eligible for credit:

AAOMS	7.5% - 3 years
Hartford	7.5% - 3 years
AAO	7.5% - 1 year
DSSNY	7.5% - 1 year
Princeton	5% - 1 year

Documentation of attendance at one of the approved risk management seminars or successful completion of the UNDERWRITERS home study course should be in the underwriting file.

FAGD and MAGD CREDIT

A credit of 3% will be applied to the dentist's classification rate applicable to each dentist who has a FAGD designation.

A credit of 5% will be applied to the dentist's classification rate applicable to each dentist who has a MAGD designation.

DISABILITY/LEAVE OF ABSENCE

Dentists who become temporarily disabled or are on a leave of absence for a period of 45 days or more, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. If the leave of absence is to extend 180 days, the UNDERWRITERS underwriter must be notified so that UNDERWRITERS may elect to extend the leave of absence coverage.

Coverage is not available to locum tenens substituting for the insured dentist while he or she is on a leave of absence.

The Leave of Absence Endorsement may be issued immediately if the exact return date is known. Otherwise the policy will not be adjusted until proper notification is given of the dentist's resumption of practice. The endorsement may also be amended to accommodate any changes in the actual leave period, which has to be a minimum of 45 days. If the leave extends into another policy term, separate endorsements are required for each policy term.

State:	Illinois	Filing Company:	Underwriters at Lloyd's, London
TOI/Sub-TOI:	11.2 Med Mal-Claims Made Only/11.2007 Dentists - Oral Surgeons		
Product Name:	Medical Professional Liability Rate Filing		
Project Name/Number:	/LII0504040714R		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
04/25/2014		Supporting Document	Manual	04/28/2014	Underwriting Rates and Guidelines Beazley Dentist v4 0414 Clean.pdf (Superceded)
03/28/2014		Supporting Document	Manual	04/25/2014	Underwriting Rates and Guidelines Beazley Dentist v 3 07Mar14.pdf (Superceded)

Underwriting Process & Rating Requirements for the Professional Liability Program for members of the National Dental Purchasing Group as administered by B&B Protector Plans, Inc (B&B)

This document provides processing procedures for Underwriters with respect to applications, quoting, binding coverage, backdating, policy issuance and cancellation. It also provides guidance on the rule for rating individual risks. The detailed procedures are listed below.

Underwriting Process Requirements

A. Application Review

1. A Underwriters (or as agreed) application must be completed and signed by each applicant. Faxed applications and signatures are acceptable.
2. Applications may not be completed in pencil
3. All applications must be date stamped or electronically logged on the date of receipt.
4. All applications must be signed and dated by a director or officer of the applicant. The signature date must be current.

B. Quoting

1. Quotes must be issued in writing on B&B letterhead and using the appropriate quote templates within your system. Changes to the master templates must be approved by Underwriters before being implemented.
2. Quotes must clearly indicate that Underwriters at Lloyd's is the issuing carrier.
3. Quotes may only be valid for thirty (30) days. Renewal quotes may be extended, subject to a "no known claims" letter issued by the Insured, however an extension may not be granted beyond thirty (30) days past the expiration date.
4. The following wording must be attached to all original quotes: "This quotation is valid through MM/DD/YYYY, after which it will be void"
5. Quotes must include a disclaimer indicating that the terms and conditions offered may differ from the applicant's prior policy or from what the agent has requested on their submission.

C. Binding coverage

1. A written order to bind coverage must be received from the broker/agent.
2. Backdating coverage is only permissible up to a maximum of fifteen (15) days without prior approval from Underwriters. A letter, on the applicant's letterhead, indicating no known losses or circumstances that could give risk to a loss must be obtained.

3. Policies must be issued within thirty (30) days after issuance of the binder. **NOTE** our minimum target is that binders are issued prior to the inception of a policy and policies are issued within 7 days of the binder.
4. Any document issued by B&B to an Insured evidencing insurance must be for informational purposes only. A "Certificate of Insurance" document issued by B&B does not effect, amend, extend or alter the coverage afforded by Underwriters.
5. New Business: if an application is received more than sixty (60) days prior to the requested effective date, B&B must request a written statement from the applicant attesting that none of the information on or submitted with the application has changed. If any of the material information has changed then the applicant must be requested to complete a new application.
6. Renewals:
 - a) Current claims information to be requested from Underwriters 120 days prior to expiration. If a non renewal is considered appropriate, the notice of non renewal must be completed and sent certified registered mail to the last known address of the Insured. The non renewal notice must be mailed in compliance with the requirements of each state and the policy provisions.
 - b) 90 days prior to expiration, each account not identified for non renewal must be sent an application to complete and return.
 - c) Renewal applications received after the expiration of the policy will be acceptable for up to two weeks (14 days). Any late application between two and four weeks (14-28 days) must provide a "no known claims" letter on the applicants' letterhead attesting that the Insured is not aware of any claims or incidents that may give rise to a claim, occurring between the expiration date and the date of late application . Late applicants in excess of 28 days must be referred to Underwriters. If the renewal application is not received by the expiration date of the current policy period, B&B must attempt to contact the Insured (or the Insured's agent) to advise of the potential lapse in coverage.

D. Policy issuance.

1. A policy may only be issued upon receipt of a completed and signed application and upon meeting the underwriting criteria in this manual.
2. All sections of the Declaration Page must be completed; including a listing of all forms attached to the Declaration Page.
3. The Named Insured must be clearly listed on the Declaration Page.

E. Endorsements

1. Subject to individual authority, Underwriters may use the endorsements pre-approved by Underwriters for use in this program at their discretion.

2. Manuscript wordings that broaden coverage or terms must be approved by Underwriters.

F. Cancellation/Non renewal

1. Cancellation and non renewal notification must comply with the policy provisions, unless the policy is otherwise endorsed.
2. Notification of cancellation and non renewal must be sent to the Named Insured at the address last known.
3. Cancellations must be evidenced by a Cancellation endorsement. The original must be sent to the Insured and a copy attached to the underwriting file.

Rating Rules

A. Application of rules

These rules govern the B&B Dentists Professional Liability Program written for Underwriters by B&B

B. Premium rules

1. The premium basis is per Full Time Equivalent (FTE)The rates must be in accordance with the rates and rules shown herein.
2. The premium is computed at policy inception using the rules, rates and rating plans in effect at that time. At each renewal, the premium is computed using the rules, rates and rating plans in effect at that time.
3. The summation of all premium credits cannot exceed 25% for any Insured.
4. Premium rates are annual and are subject to pro-ratio when a policy is issued for other than 12 months. Policies issued for more than eighteen (18)months must be first approved by Underwriters.
5. Premiums are calculated as specified for the respective coverage. Premium amounts are to be rounded to the nearest whole dollar.

AVAILABLE COVERAGES UNDER THIS PROGRAM ARE:

A. Professional Liability on a claims-made basis basis.

Required coverages under professional liability are:

1. Special Extra Expense (HIV);
2. Defense Coverage - Dental Professional Licensing Board; and
3. Employment Practices Liability - \$25,000 per Claim/\$25,000 Aggregate Defense Coverage*

* Note: This is always charged at \$60 per head

4. Defendant's Reimbursement - \$500 per day, and \$5,000 per suit

ELIGIBILITY GUIDELINES

- The general guidelines for eligibility in the National Dental Program are as follows:
- All risks must be located in the United States and its territories (Puerto Rico and the Virgin Islands). This applies to primary and additional locations involved in the doctor's practice.
- Risks classified under class codes I. and VI.
- Dentists must hold a current temporary or permanent dental license in the state(s) of his/her practice. (Exception: Board coverage, States where evidence of insurance is required for licensure).
- Non-licensed dental students must be enrolled in an accredited dental program.
- Dentists must be in an individual or group practice, licensing facility, dental school or State Dental Society.
- If the dentist is a member of a group practice, partnership, or professional corporation or association, or has any ownership interest in the practice, the entire group should be insured with Underwriters under the same policy with the same limits of liability and expiration date.
- If a Group practice, the number of dentists to be eligible for this program shall be 10.
- The dentist must have a favourable loss history.

Existing insureds who no longer meet these requirements are ineligible for coverage at renewal.

INELIGIBLE EXPOSURE /PROCEDURES

- Risks classified under Classes III., IV, IX, X, XI and XII
- Prior Acts over a gap in coverage.
- Any new business submission or renewal for dentists who perform Maxillofacial surgery, plastic surgery, practice anaesthesiology or perform operations under general anaesthetic.
- Any new business submission or renewal for dentists who perform the "Sargenti", paste filled or similar endodontic technique or existing insureds who begin using the technique.
Note: We may consider writing a new business submission or renewal of an existing insured if a letter is submitted indicating that the dentists will no longer perform the "Sargenti", paste filled or similar endodontic technique_ The Specified Procedure Exclusion must be attached to the policy.
- Prior acts over any dentist who has previously performed the Sargenti, paste filled or similar endodontic technique.
- Any dentist who is diagnosing sleep apnea and fabricating sleep apnea devices without the involvement of a physician.
- Elective Cosmetic surgery unrelated to traumatic injury or disease. (Exception: States that specifically allow botox and derma fillers in the dental practices act.)
- Requests to add additional insureds to faculty policies

- Full-time prison exposure
- Full-time locum tenens
- Emergency Care/Urgent Care Clinics
- Full-time Holistic Dentistry
- Part-time Dental/Oral Surgery Students
- Full-time locum tenens

GUIDELINES

The following criteria have been established as an underwriting tool for the agent/program administrator. Your underwriting and policy issuance authority is addressed below. Underwriters reserve the right to alter these criteria if the situation requires.

This underwriting authority is being granted to Brown & Brown, Inc. Brown & Brown, Inc. has the authority to approve, bind and issue new and renewal policies, as well as to endorse and cancel existing policies in all states, subject to the following:

- Class of Dentist

Only Classes 1., VI, (includes professional corporations, board exam applicants, dental students, locum tenens and volunteer dentists) may be written

Classes III., IV, IX, X, XI and XII are **ineligible** for this program.

The following Codes shall apply under this plan:

Class	Description	Code No.
I.	Dentists who perform dentistry on patients who have been treated with local anaesthesia and/or oral medication and/or nitrous oxide/oxygen sedation and/or conscious sedation. Does not apply to treatment involving any general anaesthesia or deep sedation unless administered in a hospital or state licensed and regulated surgical centre. Also, dental radiologists are included.	80211 & 80253
III.	All oral surgeons. In addition, this applies to dentists as defined in Class 80211 who perform dentistry utilizing general anaesthesia or deep sedation, unless performed in a hospital or state licensed and regulated surgical centre, in which case class 80211 will apply.	80210
IV.	Dental School Faculty – Teaching dentists and graduate students with no intramural practice.	80213
VI.	Professional Corporations or Partnerships	80999
IX.	Dental Anaesthesiologists whose practice does not include deep sedation and/or general anaesthesia.	90100

X.	Dental Anaesthesiologists whose practice includes deep sedation and/or general anaesthesia.	90101
XI.	Volunteer Dentists providing dental services and receiving no remuneration.	72990
XII.	Volunteer Oral Surgeons providing dental services and receiving no remuneration.	72991

- Professional Liability Limits
up to \$2,000,000/\$4,000,000. Higher limits may be available on a referral basis only
- Prior Acts (over prior claims-made policy only)
 - Limits equal to those provided by the prior carrier
 - All other underwriting criteria must be met
 - If limits are increased, a split retro to be applied with Retro Date Inception applying to the first year of such increased limits

- PL Claims History.

Any new or renewal business with any Professional Liability claims or circumstances within the last 5 years must be referred to Underwriters for prior approval

- Experience/Schedule Modifications (refer to state exception pages for guidelines)
- Dismissed Board Actions
- Schedule Rating

Credits/debits must be applied based on sound underwriting judgment. Justification for debit/credit must be documented in the underwriting file.

The schedule credit worksheet is required every 4 years. However, the applications and claims history must be reviewed each year for changes.

Schedule credits are not available for the following accounts:

- New Grad, 1st and 2nd year New Dentists
- Part-time Dentists
- Dentists receiving a leave of absence credit
- Dental School Faculty
- Oral Surgeons
- Multi-Dentist Groups
New Business and Renewals: Up to 9 dentists including independent contractors and employed dentists are not entitled to group credits. 10 or more dentists may be eligible for a 15% group credit.
- If a Gap in coverage, RDI only to be offered with no back dated retro dates
- Treatment for alcoholism, drug abuse, mental illness or other debilitating disease or condition or legal problems within the last 5 years

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and active status. License action can be obtained via Internet or telephone call to the board.

- Reinstatement of coverage only available if full premium paid
- Endorsements
- Cancellation/Rewrites, including:
 - backdate cancellation for duplicate coverage
 - non-payment of premium
 - Policies may be cancelled flat if cancellation is within 30 days of the effective date
 - Statutory requirements and mailing time must be met prior to policy expiration
- Cone Beam /Imaging Services / CAT Scan / MRI device
- Any renewal submission which indicates adverse action during prior policy term (Suspension, probation, Medicare/Medicaid fraud, revocation, prior coverage non-renewal. professional conduct complaints. etc.) to be referred to Underwriters
- All Requests for Backdates of endorsements up to 60 days

Note: Backdating is defined as a request for an effective date that is more than 30 days prior to receipt by Brown & Brown. The request must be within the authority granted to Brown & Brown. No known claims letter is required.

REFERRAL CRITERIA

If any of the following circumstances exist, the application must be reviewed by Underwriters prior to binding. A written document containing all the pertinent details regarding the circumstances (where applicable) must be forwarded with the dentist's application to Underwriters for prior approval on either a new or renewal applicant. Once a specific exposure has been referred and approved, it does not need to be referred again unless there are any changes in the exposure which would include claim(s), board complaint(s), criminal conviction or other adverse action, etc.

- PL Claims History
- Any new or renewal business with any Professional Liability claims or circumstances within the last 5 years must be referred to Underwriters for prior approval
- Multi-Dentist Groups (**Please see Procedure 4120 attached**)
 - New Business and Renewals: 10 or more dentists including independent contractors and employed dentists.
- Dental Associations
 - State dental associations and/or component societies - **New business only**
 - **Renewals-** Refer if claims activity
- Governmental Inquiries
 - All Insurance Department inquiries
 - Government surveys
- All Requests for Backdates in excess of 60 days.

Note: Backdating is defined as a request for an *effective* date that is more than 30 days prior to receipt by Brown & Brown. The request must be within the authority granted to Brown & Brown.

- Unusual Risk Characteristics, including but not limited to:
 - Any risk which would require the development of a manuscript endorsement
 - Items beyond the scope of the company filings. attached

- Any increase *above* authority outlined in Procedure 3000 attached
- Any risk characteristics not listed in the Underwriting Authority granted to Brown & Brown in Procedure 3000
- Any submission that indicates the applicant or insured has been convicted of a crime.

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and active status. License action can be obtained *via* Internet or telephone call to the board.

- Any adverse action (Suspension, probation, Medicare/Medicaid fraud, fee complaints, revocation, prior coverage non-renewal, professional conduct complaints, etc.)

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and *active* status. License action can be obtained *via* Internet or telephone call to the board.

- Requests for leave of absence in excess of 180 days
- Large Practices / Unusual Risk(s) (Please see Procedure 4120 attached)
- Requests to decrease PL limits (other than retirement, decrease hours, full-time to part-time)
- Any risk where the principal(s)/ owner(s) is not a dentist
- Dentists practicing as a hygienist (these dentists must be written at the appropriate classification)
- New business submission or renewal of an existing insured who indicates that he will no longer perform the "Sargenti", paste filled or similar endodontic technique. A letter advising of the technique used is required.

Note: Prior Acts is not available for new business and the Specified Procedure Exclusion (GSL 6150-A) must be attached to the policy.

- Requests to add manuscript endorsements, new or existing endorsement. No existing manuscript endorsement should be attached to another policy unless the request has been approved by Underwriters for that specific policy.
- Dental Consulting Services -separate entity providing these services
- Requests to change coverage when there is a pending claim (i.e., add entity, insured, etc.). Authority to add an entity with shared limits only is granted at the Supervisory level if all other underwriting criteria must be met.
- Botox and or dermal fillers. (see authority)
- Cosmetic dermal procedures related to traumatic injury or disease. Any application or documentation that indicates that the dentist performs cosmetic procedures related to a traumatic injury or disease must be referred to Underwriters for review prior to quoting, binding or renewal.

Required Information

The following information must be submitted to be considered for new or renewal coverage:

- Fully Complete Applications

- Full application is required for all new business. This includes a new graduate who owns his practice.
- A full application is required at the next renewal for newly graduated employee dentists or independent contractors who completed the First Year Dentist Application. A renewal application should not be accepted.
- A lifetime renewal application is required each year for renewal policies.
- An account may be non-renewed if current applications are not received.

If there are no changes to the renewal application, the application should be stamped NO CHANGES by the state administrator.

Note: Coverage cannot be bound on incomplete applications or applications completed in pencil.

The following information is required every 4 years:

- A copy of applicant's current business letterhead:
A letterhead is not required for independent contractors, employed dentists or faculty.
- Schedule rating Worksheet (a copy must be in file annually)

All risks must meet the criteria established by Underwriters. (Please refer to the Schedule Credit Requirements Checklist- Procedure 8020 attached)

Note: The loss history must be verified each year to make sure the risk still qualifies for the credit.

License Verification (new and renewal business) or a copy of license (new business only) if website is not available. (see exception Procedure 1000 attached)

All new business submissions and existing insureds that have or had drug, alcohol, criminal or legal problems unrelated to the practice of dentistry or who has been the subject of an investigation or whose license to practice dentistry has been suspended, revoked or placed on probation must have their licensed checked annually for board actions and active status. License action can be obtained via Internet or telephone call to the board.

The following information is required each year:

- Complete claim data for new business, including those claims that are closed without payment, pending or paid. The Supplemental Claim Information Form must be completed for each claim or incident which has occurred.

New Business Submissions- A loss run with 5 years of loss history may be requested if warranted based on review by Brown & Brown and/or Underwriters.

- Evidence of Insurance

Evidence of Insurance for all non-Underwriters insured independent contractors or employee dentists with professional liability insurance separate from the insured. Certificates showing policies, which have expired, are not acceptable.

- Board Transcripts

Any applicant who has been the subject of any type of investigation or whose license to practice has been suspended, revoked or placed on probation, must provide the transcripts from that review and all pertinent information relating to the review i.e.; documentation detailing compliance with conditions, final resolutions, etc. from the investigation agency.

- Impairments

Any applicant who has in the past or currently suffers from a physical or mental impairment, must provide a physician's statement detailing current condition and ongoing treatment. This statement must be updated each year at renewal.

- Part-time Supplement

The supplement is required each year for any applicant who works 20 or less per week and is under age 55. The supplement must be received for all new business or changes from full-time to part-time regardless of age.

The following information is required with the new business or renewal submission if any of these situations are indicated on the application:

- Details regarding changes in the applicant's or insured's hospital privileges. (Not very common among general dentists)
- Details from the investigating agency
Any applicant or insured who is or has been the subject of a criminal investigation or who has been convicted of a crime, license to practice has been suspended, must provide details from investigating agency.

- Insurance History
Any applicant who indicates he has practiced without insurance, had professional liability insurance refused, cancelled or non-renewed, must provide details including the dates and reason.

- Declarations Page from prior carrier

Any applicant who is requesting prior acts must provide a copy of the declaration page or proof of prior acts date.

- Evidence of attendance at one of the Underwriters approved Risk Management Seminars (AAOMS / OMSNIC, AAO, Henry Spenadel Continuing Education Program - Refer to Procedure 8010)
- Cone Beam /Imaging Services / CAT Scan / MRI device. The following information is needed:
 - are radiological services provided for patients other than
 - has a separate entity been set up for this exposure

The differentiation as to "additional insured" and "named insured" is critical. For professional liability, a named insured is afforded separate limits of liability and is indicated on the declarations page or schedule. An entity that is not a named insured has protection available under the policy as an additional insured and must share coverage limits.

Requests to add specific entities as additional insureds or additional named insureds are quite common. Due to the repeated requests of this nature, it is very easy to become complacent and agree to add whatever is requested without fully evaluating the additional exposures.

The coverage for the additional insured is limited to the activities and/or locations of the insured. It is not our intent to provide coverage for the sole negligence of the additional insured. Rather, it is our intent to provide coverage to the additional insured for the vicarious liability arising out of the actions of our insured.

The following information should be used to assist the underwriter in analyzing the additional exposures.

- The reason for the request and the relationship between the named insured and the additional insured.
- The extent of the additional insureds operations and the involvement with the named insured.
- Other coverage available to the additional insured.
- The insured must be required by a written contract or agreement to add the person or organization as an additional insured.

- A "DBA" is not a legal entity therefore it cannot be listed as a named insured. It is acceptable to add "John Doe, DDS d/b/a ABC Dental" using endorsement G-56425. However, "ABC Dental" should not be listed on the policy as a named or additional insured with separate limits.

Corporations/Partnerships coverage is provided to cover the vicarious liability exposure of a professional corporation, partnership or association arising from the practice of dentistry by employees and member dentists. All members of the partnership, corporation or association should be insured by UNDERWRITERS with the same limits of liability and expiration date.

Sole Shareholder Corporations

Solo practitioners who have incorporated their practices operate sole shareholder corporations.

Coverage is provided as follows:

- On a shared limit of liability basis with the principal dentist.
- No additional premium shall be charged.
- On a separate limits of liability basis. (for an additional charge)

Partnerships/Multi-shareholder Corporations

Legal entities with two or more shareholders may be added to the policy to cover the corporation exposures of operating a dental practice. Coverage is provided as follows:

- On a shared limit of liability basis with the principal dentists, in which case no addition premium shall be charged.
- On a separate limits of liability basis. (for an additional 10% premium charge)
- The corporation, partnership or association and all individual practitioners must maintain the same limits of liability and expiration date.

Limited Liability Companies

Limited Liability Companies carry the same risk as the professional corporation or partnership and will be handled the same way as the PC or partnership from an underwriting perspective.

Additional Insured

An additional insured, other than Corporations/Partnerships/Associations, may be added to the policy at a charge of 5% of the policy's Professional Liability charge.

(This charge does not apply to an additional insured who owns or finances leased equipment to the insured.)

A Special Events endorsement (PL) may be added at no additional charge.

Disability/Leave of Absence

A practitioner who becomes disabled, or is on leave of absence for a period of 45 days or more, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. This will apply retroactively to the first day of disability or leave of absence.

Leave of absence may include active duty in the military and time to enhance the practitioner's education, but, does not include vacation time. Active duty military on deployment will receive a 100% reduction in their premium and a suspension of coverage for the deployment period.

Part Time

A part time credit of 50% of the applicable rate will apply to any practitioner who works 20 hours or less per week. This credit will not apply when the first year new dentist premium is charged.

Locum Tenens

Coverage for a practitioner substituting for an insured will be limited to cover only professional services rendered on behalf of an insured for the specified time period. Locum Tenens will share in the insured's limit of liability. There is no additional charge for a period not to exceed 60 days.

Vicarious Liability - Contractors and Non-Insured Employed Dentists

A charge of 10% of the named insured's premium per contractor and non-insured employed dentist will apply for the additional Vicarious Liability assumed by the insured as a result of such situations.

Separate Limits

The separate limit is a single entity limit shared by the corporation, partnership, association, partners, corporate officers and employees combined.

Policy Issuance

The entity must not be named on the declarations page if the entity has shared limits.

Prior Acts (retroactive coverage) will be considered for applicants who have been insured under a claims-made policy. Complete details for the immediately preceding policy must be secured including:

- The named insured
 - Limits of liability
 - Effective date and prior acts date
 - The name of the prior insurance carrier
 - Prior loss history, including reserve amounts
 - A.M. Best rating
 - Warranty statement (for those carriers previously approved by UNDERWRITERS)
- An optional endorsement is available to provide prior acts limits to coincide with lower limits of liability from the insured's previous insurance company.
 - When new entities are formed, the prior acts date should be the date the entity was formed/incorporated. These entities should not have the same prior acts date as the old prior acts date on the policy.

Prior acts is not available in the following situations:

- Over any dentist who previously performed the Sargenti, paste filled or similar endodontic technique
- Over a gap in coverage
- Over a surplus lines carrier, JUA or an Occurrence Plus policy (other than Columbia Casualty)
- Limits higher than those provided by the prior carrier
- Any new business submission or renewal for dentists who perform the "Sargenti", paste filled or similar endodontic technique or existing insureds who begin using the technique.

Note: We may consider writing a new business submission or renewal of an existing insured if a letter is submitted indicating that the dentists will no longer perform the "Sargenti", paste filled or similar endodontic technique. The Specified Procedure Exclusion must be attached to the policy

RATES

Base Rates and Limits

Base rates are applied on a "per Full Time Equivalent" basis on with a base Policy Limit of \$1,000,000 per claim/\$3,000,000 aggregate as per the table below.

STATES:	Mature Rates	Step 4	Step 3	Step 2	Step 1
AK	\$2,559	2,303	2,076	1,536	825
AL	\$1,899	1,812	1,633	1,208	649
AR	\$945	850	766	567	304
AZ	\$3,281	3,011	2,714	2,008	1,078
CA TERR 1	\$2,950	2,655	2,389	1,770	944
CA TERR 2	\$2,950	2,655	2,389	1,770	944
CA TERR 3	\$2,950	2,655	2,389	1,770	944
CA TERR 4	\$2,950	2,655	2,389	1,770	944
CA TERR 5	\$2,581	2,323	2,090	1,548	826
CO	\$1,431	1,434	1,293	956	514
CT	\$1,868	1,681	1,515	1,121	602
DC	\$2,816	2,535	2,284	1,690	908
DE	\$2,123	1,969	1,774	1,313	705
FL TERR 1	\$7,683	7,028	6,334	4,685	2,516
FL TERR 2	\$5,087	4,949	4,460	3,299	1,772
FL TERR 3	\$3,768	3,667	3,305	2,444	1,313
FL TERR 4	\$2,166	2,331	2,101	1,554	834
FL TERR 5	\$2,548	2,331	2,101	1,554	834
FL TERR 6	\$2,548	2,331	2,101	1,554	834
FL TERR 7	\$3,014	2,756	2,484	1,837	987
GA	\$1,787	1,690	1,523	1,126	605
HI	\$1,464	1,425	1,284	950	510
IA	\$1,551	1,479	1,333	986	529
ID	\$1,885	1,557	1,404	1,038	558
IL TERR 1	\$2,971	2,674	2,410	1,782	957
IL TERR 2	\$1,910	1,719	1,550	1,146	616
IL TERR 3	\$2,593	2,334	2,103	1,556	836
IL TERR 4	\$1,816	1,634	1,473	1,089	585
IN TERR 1	\$1,536	1,499	1,351	999	537
IN TERR 2	\$615	600	541	400	215
IN TERR 3	\$615	1,875	1,690	1,250	671
KS	\$1,927	1,079	972	719	386
KY	\$1,163	2,517	2,269	1,678	901

LA TERR 1	\$2,741	2,051	1,848	1,367	734
LA TERR 2	\$2,234	1,715	1,546	1,143	614
MA	\$1,868	2,089	1,883	1,393	748
MD	\$2,322	1,684	1,517	1,123	603
ME	\$1,871	2,484	2,239	1,656	889
MI TERR 1	\$2,680	1,892	1,705	1,261	677
MI TERR 2	\$2,041	998	899	665	357
MN	\$1,087	1,517	1,367	1,011	543
MO TERR 1	\$1,636	1,364	1,229	909	488
MO TERR 2	\$1,472	1,665	1,500	1,110	596
MS	\$1,850	1,131	1,019	754	405
MT	\$1,257	1,129	1,018	753	404
NC	\$1,218	1,149	1,036	766	411
ND	\$1,277	985	888	657	353
NE	\$1,094	1,559	1,405	1,039	558
NH	\$1,925	3,475	3,132	2,317	1,244
NJ TERR 1	\$3,782	2,778	2,503	1,852	994
NJ TERR 2	\$3,026	1,913	1,724	1,276	685
NM	\$2,065	3,572	3,219	2,381	1,279
NV	\$3,816	6,691	6,031	4,461	2,396
NY TERR 1	\$7,435	4,875	4,393	3,250	1,745
NY TERR 2	\$5,416	3,185	2,870	2,123	1,140
NY TERR 3	\$3,539	1,500	1,352	1,000	537
OH TERR 1	\$1,618	1,495	1,348	997	535
OH TERR 2	\$1,618	1,519	1,369	1,012	544
OH TERR 3	\$1,618	4,196	3,782	2,798	1,502
OH TERR 4	\$1,618	3,147	2,836	2,098	1,127
OK	\$2,077	3,016	2,718	2,010	1,080
OR	\$1,638	2,147	1,935	1,432	769
PA TERR 1	\$4,633	1,321	1,191	881	473
PA TERR 2	\$3,497	1,652	1,488	1,101	591
PA TERR 3	\$3,351	1,151	1,037	767	412
PA TERR 4	\$2,386	2,248	2,026	1,499	805
PA TERR 5	\$1,468	1,339	1,207	893	479

PA TERR 6	\$1,835	1,191	1,074	794	427
RI	\$2,498	1,962	1,768	1,308	703
SC	\$1,390	1,224	1,103	816	438
SD	\$1,285	1,224	1,103	816	438
TN	\$2,116	1,224	1,103	816	438
TX TERR 1	\$1,360	1,332	1,200	888	477
TX TERR 2	\$1,360	2,018	1,819	1,346	723
TX TERR 3	\$1,360	5,017	4,521	3,344	1,796
TX TERR 4	\$1,480	1,274	1,148	849	456
TX TERR 5	\$2,243	5,017	4,521	3,344	1,796
TX TERR 6	\$5,574	1,047	943	698	375
TX TERR 7	\$1,416	1,267	1,142	845	454
TX TERR 8	\$5,574	1,089	981	726	390
UT	\$1,255	989	891	659	354
VA TERR 1	\$1,381	2,664	2,401	1,776	954
VA TERR 2	\$1,186	668	602	445	239
VA TERR 3	\$1,078	1,953	1,757	1,294	708
VI	\$2,960	1,395	1,258	930	500
VT	\$720	2,415	2,176	1,610	865
WA	\$2,045	1,930	1,739	1,287	691
WI	\$1,551	2,303	2,076	1,536	825
WV	\$2,683	1,812	1,633	1,208	649
WY	\$2,062	850	766	567	304

SUPPLEMENTAL MODIFICATIONS -

Any modifications developed under subitems A. and B. shall be summed and applied as a single factor.

A. Schedule Rating

Based on the following individual risk characteristics, the maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%: Credit

	Credit	Debit
Procedure Mix		
Applicable to practitioners whose procedures or practice specialties are primarily concentrated in areas other than their practice classification and/or specialty.	0 – 25%	0 – 25%
Exposure Modification		
Applicable to those insureds who have an increased or reduced exposure.	0 – 25%	0 – 25%
Unusual Risk Characteristics	0 – 25%	0 – 25%

Loss Prevention / Risk Management

5-10%

XX

A credit will be applied to the dentist's classification Rate applicable to each dentist who attends an approved loss prevention/risk management workshop or successfully completes an approved home study course. This credit will be applied for 3 consecutive years.

X

C. Experience Rating

Based on the claim history of an individual practitioner over the preceding five year period, a debit will be applied to the classification rate. If there is claim activity during the last 5 years, the preceding 5 years would be reviewed. Criteria used to determine the application of such debits shall include claim history including a review of a combination of cause of loss, frequency, severity, indemnity payments, expenses and reserves. Such debits, if applied, shall apply on a one year basis and will be subject to annual review.

EXTENDED REPORTING PERIOD COVERAGE

- A. The extension period is unlimited as respects time. The availability of Extended Reporting Period Coverage shall be governed by the following rules:

1. The limits of liability will not exceed the lowest limits of liability in force for the last 12 month policy period.
 2. Extended Reporting Period Coverage will be available to all named insureds shown on the Declarations page of this policy. Should an insured terminate association with an entity, coverage will also be offered for the liability of the entity provided that such entity was also insured by this Company.
 3. Should the entity terminate coverage under the policy, the entity may purchase this coverage by giving the Company written notice, within 60 days, of its intent to purchase, and paying the appropriate premium.
 4. Upon termination of coverage under this policy by reason of death or disability, the insured's unearned premium for this coverage will be waived and Extended Reporting Period Coverage will be granted for no additional charge.
 5. There will be no charge for Extended Reporting Period Coverage in the event of retirement and provided the insured is at least 55 years of age and has been continuously insured by Underwriters for at least 5 consecutive years.
- This shall apply to all insureds otherwise qualifying for such coverage.
6. The Prior Acts date of coverage with this Company will determine the years of prior exposure in calculation of Extended Reporting Period Coverage.
 7. Premium must be paid promptly when due. Premium may be paid in advance, or in three annual installments.
 8. In the event the policy is canceled, any return premium due the insured shall be credited toward the premium for Extended Reporting Period Coverage, if the insured elects this coverage. If any premium is due for the period of time between the earlier of the policy's Prior Acts date or effective date and the termination date, any monies received by the Company from the insured shall first be applied to the premium owing for the policy and then to the Extended Reporting Period endorsement.
 9. The factors in the following table shall be applied to the mature claims-made rate in effect at the inception of the last claims-made policy.

Years of Prior Claims-Made
Coverage

	Installment Factors			Prepaid Factors
	1st year	2nd year	3rd year	
1	.31	.23	.30	.79
2	.51	.35	.46	1.23
3	.61	.49	.46	1.45
4 or more	.73	.49	.46	1.57

- B. A one year extended reporting period for the Employment Practices Liability (EPL) Defense Only coverage available. The associated factor, as shown on the state rate/exception pages, is applied to the annual EPL premium

INCREASED LIMIT FACTORS

Higher limits on claims-made policies may be elected up to a maximum liability limit of \$5,000,000 per claim/\$8,000,000 aggregate on the following basis:

Increased Limit Factor Limits of Liability	Classes	
	All Other	III & X
\$1,000,000/3,000,000	1.02	1.02
\$2,000,000/3,000,000	1.16	1.19
\$2,000,000/4,000,000	1.176	1.206
\$2,000,000/6,000,000	1.204	1.234
\$3,000,000/3,000,000	1.26	1.3
\$3,000,000/6,000,000	1.308	1.348
\$4,000,000/4,000,000	1.325	1.375
\$5,000,000/5,000,000	1.375	1.425
\$5,000,000/6,000,000	1.391	1.441
\$5,000,000/8,000,000	1.424	1.474

DEDUCTIBLE

The following deductibles apply to indemnity only on a per claim basis. The premium credits will apply to PL premium only.

PL Deductible	PL Premium Credit
\$5,000	4.1 %
10,000	6.9 %
15,000	9.1 %
25,000	12.7 %
50,000	18.5 %
75,000	22.1 %
100,000	24.7 %
250,000	31.7 %

Country Wide Schedule Rate Factors

ST AT E	CREDITS - PL	EPLI	AS SO C CR ED IT	IRPM	PDF for PL
AK	Schedule Rating will not exceed 25%.	Up to \$750,000*	5%	Deleted in its entirety and not replaced.	0.856
AL	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.904
AR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Minimum limits of \$500,000 up to \$1,000,000	5%	May not exceed 25%.	0.834
AZ	All insureds are eligible for the schedule rating plan. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claims Free Credit - A 15% credit applies when no claim of \$500 or more incurred indemnity and ALAE in the last 6 yrs and no more than 2 claims in the last 5 years. Note: a combination of a max of 2 claims is allowable for this discount. A claim-free credit of 10% shall apply when no claim of \$500 or more incurred indemnity and ALAE in the last 3 yrs and no more than 2 claims in the last 5 yrs. Note: a combination of max of 2 claims is allowable for this discount.	Up to \$1,000,000	10%	CCC CW Filing: May not exceed 25%.	0.978
CA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Note: a combination of max of 2 claims is allowable for this discount. CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	1.000
CO	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.965
CT	Claim Free Credit - A 15% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.966

DC	Claim Free Credit - A 10% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$2,500. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.940
DE	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Schedule Credit - In order to be eligible for schedule rating, the annual manual premium for an insured must be at least \$1,000. In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000. New Dentist Discount: 75% first year, 60% second year, 25% third year and 10% fourth year.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%. In order to be eligible for schedule rating, the annual manual premium for an insured must be at least \$1,000. In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000.	0.910
FL		Up to \$1,000,000		In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000.	0.956
GA	Schedule Rating will not exceed 15%.	Up to \$1,000,000		May not exceed 25%.	0.908
HI	Schedule rating is deleted and shall not apply. Injectable Neurotoxins & Derm fillers provided on CM basis for a charge of \$2,000.	Up to \$1,000,000		Deleted and shall not apply.	0.824
IA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 10% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.909
ID	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	5%	May not exceed 25%.	0.946

IL	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		May not exceed 25%.	0.860
IN	May not exceed +/- 25%.	Up to \$1,000,000		May not exceed 25%.	0.832
KS	Schedule Rating will not exceed 25%. The application of rate modifications shall apply in accordance with Kansas Senate Bill 539. (i.e. +/- 25%) *See state pages for specifics. \$50 charge for Locum Tenens coverage. Injectable Neurotoxins & Derm fillers provided on a CM basis for a charge of \$2,000.	Up to \$1,000,000		May not exceed 25%. The application of rate modifications shall apply in accordance with Kansas Senate Bill 539. *See state pages for specifics.	0.925
KY	Schedule Rating will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25%.	0.952
LA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.946
MA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.966
MD	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.957
ME	Schedule Rating will not exceed 40%.	Up to \$1,000,000	5%	May not exceed 25%.	0.884
MI	Claim Free Credit - A 15% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10%	CCC CW Filing: May not exceed 25%.	1.000
MN	Claims Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000 *		May not exceed 25%.	0.834
MO	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.920

MS	Claim Free Credit - A 10% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Schedule Rating will not exceed 25%. Claim Free Credit - A credit applies to the premium for each dentist who has had no demand for money or services naming the insured and alleging a dental incident for: At least 3 years, but less than 5 years @ 5% ; At least 5 years, but less than 8 years @ 10% ; At least 8 years @ 15%.	Up to \$1,000,000		May not exceed 25%.	0.909
MT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Minimum limits of \$500,000 up to \$1,000,000	5%	May not exceed 25%.	0.930
NC	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25%.	0.799
ND	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10 %	CCC CW Filing: May not exceed 25%.	0.816
NE	Schedule Rating will not exceed 25%.	Up to \$1,000,000	10 %	May not exceed 25%.	0.837
NH	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25%.	0.882
NJ	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. *Credit of 1% will apply for insureds who elect to waive the consent to settle provision.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.952
NM	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000 * *EPL not available	5%	CCC CW Filing: May not exceed 25%.	0.901
NV	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. A 10% credit applies to the PL rate for each of the past 5 years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.968
NY	Claims Free Credit - A 15% credit shall be applied. Schedule Rating is deleted and not replaced. Risk Management credit of 10%.	*EPL Not available	10 % NY CD S	May not exceed 15%.	0.900
OH	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.944

OK	Schedule Rating will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.835
OR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.954
PA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.951
PR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	Deleted	0.800
RI	Schedule Rating will not exceed 25%.	Up to \$1,000,000	10 % May not exceed 25%. Not available in Tier 1 & 2	0.952
SC	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 25%.	0.854
SD	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5% CCC CW Filing: May not exceed 25%.	0.834
TN	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 25%.	0.949
TX	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.91
UT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.910
VA	Schedule Rating will not exceed 25%.	Up to \$1,000,000	May not exceed 25%.	0.851
VI	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.821
VT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	Credits may not exceed 25% and the debits may not exceed 25%.	0.742

W	Schedule Rating will not exceed 25%. Claim				
A	Free Credit - A 10% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000.	Up to \$1,000,000 *		Deleted and not replaced.	0.950
WI	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		May not exceed 25%.	0.922
W	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25%.	0.891
V					
W	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 25%.	0.622
Y					

NATIONAL DENTAL PROGRAM**PROCEDURE 4120****LARGE PRACTICE EXPOSURE**

A large practice exposure refers to any dental practice/facility involving ten or more dentists. The relationship can range from a corporate ownership involving all dentists to a dentist utilizing the services of nine or more independent contractors.

Circumstances

Large Practice exposures are becoming more prevalent over the recent years due to changes in the dental industry. This type of exposure needs to be carefully evaluated and underwritten.

Procedures

- Employed dentists must be insured with Underwriters at the time of submission of owner/applicant. If not, we must receive a letter from the employee stating his policy's expiration date and his agreement to come with Underwriters at the time his policy expires.

- An independent contractor working for the owner/applicant must provide a Certificate of Insurance showing professional liability limits equal to or greater than the insured.
- Both new and renewal business needs to be evaluated for the number of dentists involved and the relationship of the doctors clarified. A Large Practice questionnaire must be completed.
- If it is determined that there are more than fifteen dentists involved in a practice or dental facility, the submission needs to be referred to Brown Underwriting. This includes all exposures regardless of the fact that we are only considering writing the principal dentist who utilizes the services of independent contractors

NOTE: All partners, employees, or members of the group with a legal interest in the practice must be written with Underwriters.

- If multiple legal entities are requesting coverage, complete details of the entities must be provided.

NATIONAL DENTAL GUIDELINES

PROCEDURE 1000

ELIGIBILITY GUIDELINES

Guidelines

The general guidelines for eligibility in the National Dental Program are as follows:

- * • All risks must be located in the United States and its territories (Puerto Rico and the Virgin Islands). Coverage is not available in Massachusetts, Texas or California. This applies to primary and additional locations involved in the doctor's practice.

Note: We are unable to issue a policy if the mailing address is outside of the United States.

- Dentists must hold a current dental license in the state(s) of his/her practice. (Exception: Board coverage).
- Dentists who practice in multiple states require additional underwriting analysis. The policy will be issued in the state where the dentist primary practice is located which is determined by the percentage of practice time at each location and rated based on 25% or more of practice time in higher rated territory.
- ☐ Non-licensed dental students must be enrolled in an accredited dental program.
- Dentists must be in an individual or group practice, licensing facility, dental school or State Dental Society.
- If the risk is a dental school, all students and faculty must be insured by UNDERWRITERS under the school policy.
- If the dentist is a member of a group practice, partnership, or professional corporation or association, or has any ownership interest in the practice, the entire group must be insured with UNDERWRITERS under the same policy with the same limits of liability and expiration date. This requirement may be waived for independent contractors and employed dentists.

Under the Uniform Partnership Act, which has been enacted in almost every state, a partnership is liable for the acts and omissions of a partner acting in the ordinary course of the partnership business. In addition, all partners are jointly and severally liable for these kinds of partnership obligations. This means that if a dentist, who is a member of a partnership, commits a negligent act while treating a patient, then all of the other partners are equally liable for such negligent act. Limited Liability Partnerships and

Corporations carry the same risks as a partnership and Corporation and will be underwritten and insured the same.

- * • The dentist must have a favorable loss history.

Existing insureds who no longer meet these requirements are ineligible for coverage at renewal.

NATIONAL DENTAL PROGRAM

PROCEDURE 8010

PREMIUM CREDITS

Most insureds have a number of premium credits available to them. These credits are applied to the professional liability premium, change of exposure additional charge and extended reporting period premium. If more than one credit applies, the credits are multiplied together rather than added together.

The following are the available premium credits.

NEW DENTIST CREDIT

A "new dentist" is defined by the UNDERWRITERS filing as a student who has completed his training in dentistry within the **previous** twelve (12) months from the license date, an experienced military dentist who within twelve months of honorable military discharge enters full-time practice, or a foreign graduate of a 4 year program from an accredited U.S. dental school enters full-time practice.

The new dentist discount is to be utilized for those dentists just entering practice and are eligible under the established guidelines for the credit.

- Dentists who have provided professional services for the military as independent contractors are not eligible.
- Military dentists who have had any private practice while in the military are not eligible for this credit.

The following credits will apply:

50% of the first year in practice
25% of the second year in practice
15% of the third year in practice
10% of the fourth year in practice

Please refer the state exception pages for the credits applicable in each state.

Procedures

- The dentist's application needs to be reviewed carefully as to employment history and current status to confirm the discount is appropriate. The State Administrator may, in questionable instances, need to confirm the dentist's graduation date from dental school. Foreign dentists graduating from an accredited dental school must provide a copy of their U.S. dental school diploma.

- If the dentist is given the first year discount, he is not eligible for the part-time credit.
- Military dentist who within six months of honorable military discharge are not required to submit their discharge papers for application of the credit.

PART-TIME CREDIT

A part-time rate of 50% of the applicable rate will apply to any dental practitioner who works 20 hours or less per week. **This credit does not apply if the first year new dentist credit has been applied.**

Procedures

- Requests for part-time consideration require completion of the Part-Time Supplement by the insured.
- Part-time rating requires a dentist's practice be limited to 20 hours or less per week. Practice time includes consulting, paperwork, lab time, hospital hours, residency hours, etc.
- Premium is 50% of Professional Liability Premium. **MINIMUM PREMIUMS MUST BE ADHERED TO FOR ANY EXCESS LIMITS PURCHASED.**
- If hospital/residency hours are not a consideration towards part-time rating due to insurance being provided for this exposure, we will need documentation provided by the hospital (i.e., Certificate of Insurance showing dentist as insured). If appropriate, we **may** approve part-time rating but exclude the residency/hospital exposure.
- *• Insureds receiving the part-time credit are required to complete the Part-time supplement at each renewal.
- If full time practice exposure for prior years applies, the Change of Classification formula will be utilized. A one time additional premium endorsement will apply at policy issuance or when exposure changes from full-time to part-time.
- If full time practice exposure for prior years applies, the Change of Classification formula will be utilized. A one time additional premium endorsement will apply at policy issuance or when exposure changes from full-time to part-time.

The additional premium as a result of the change of classification may be reduced by a Scheduled Vesting Credit. The percentage for this credit is based on the number of years the dentists has been insured with UNDERWRITERS. (See Change of Exposure – Procedure 6010)

Note: Some states require a dentist to cancel his coverage, purchase Extended Reporting coverage and rewrite to a new policy.

- The Change of Classification formula will be waived
 - if the dentist has reached the age of 60 years old and has five years of continuous coverage with UNDERWRITERS.
 - when the dentist is reducing his hours because he is returning to school to pursue specialty training.
- Class IV dentists are not eligible for part-time rates.

LOSS PREVENTION/RISK MANAGEMENT CREDIT

A credit will be applied to the dentist's classification rate applicable to each dentist who

attends an approved loss prevention/ risk management workshop or successfully completes the UNDERWRITERS home study course. This credit will be applied for three consecutive years.

The following carrier's Risk Management seminars are eligible for credit:

AAOMS	7.5% - 3 years
Hartford	7.5% - 3 years
AAO	7.5% - 1 year
DSSNY	7.5% - 1 year
Princeton	5% - 1 year

Documentation of attendance at one of the approved risk management seminars or successful completion of the UNDERWRITERS home study course should be in the underwriting file.

FAGD and MAGD CREDIT

A credit of 3% will be applied to the dentist's classification rate applicable to each dentist who has a FAGD designation.

A credit of 5% will be applied to the dentist's classification rate applicable to each dentist who has a MAGD designation.

DISABILITY/LEAVE OF ABSENCE

Dentists who become temporarily disabled or are on a leave of absence for a period of 45 days or more, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. If the leave of absence is to extend 180 days, the UNDERWRITERS underwriter must be notified so that UNDERWRITERS may elect to extend the leave of absence coverage.

Coverage is not available to locum tenens substituting for the insured dentist while he or she is on a leave of absence.

The Leave of Absence Endorsement may be issued immediately if the exact return date is known. Otherwise the policy will not be adjusted until proper notification is given of the dentist's resumption of practice. The endorsement may also be amended to accommodate any changes in the actual leave period, which has to be a minimum of 45 days. If the leave extends into another policy term, separate endorsements are required for each policy term.

Underwriting Process & Rating Requirements for the Professional Liability Program for members of the National Dental Purchasing Group as administered by B&B Protector Plans, Inc (B&B)

This document provides processing procedures for Underwriters with respect to applications, quoting, binding coverage, backdating, policy issuance and cancellation. It also provides guidance on the rule for rating individual risks. The detailed procedures are listed below.

Underwriting Process Requirements

A. Application Review

1. A Underwriters (or as agreed) application must be completed and signed by each applicant. Faxed applications and signatures are acceptable.
2. Applications may not be completed in pencil
3. All applications must be date stamped or electronically logged on the date of receipt.
4. All applications must be signed and dated by a director or officer of the applicant. The signature date must be current.

B. Quoting

1. Quotes must be issued in writing on B&B letterhead and using the appropriate quote templates within your system. Changes to the master templates must be approved by Underwriters before being implemented.
2. Quotes must clearly indicate that Underwriters at Lloyd's is the issuing carrier.
3. Quotes may only be valid for thirty (30) days. Renewal quotes may be extended, subject to a "no known claims" letter issued by the Insured, however an extension may not be granted beyond thirty (30) days past the expiration date.
4. The following wording must be attached to all original quotes: "This quotation is valid through MM/DD/YYYY, after which it will be void"
5. Quotes must include a disclaimer indicating that the terms and conditions offered may differ from the applicant's prior policy or from what the agent has requested on their submission.

C. Binding coverage

1. A written order to bind coverage must be received from the broker/agent.
2. Backdating coverage is only permissible up to a maximum of fifteen (15) days without prior approval from Underwriters. A letter, on the applicant's letterhead, indicating no known losses or circumstances that could give risk to a loss must be obtained.

3. Policies must be issued within thirty (30) days after issuance of the binder. **NOTE** our minimum target is that binders are issued prior to the inception of a policy and policies are issued within 7 days of the binder.
4. Any document issued by B&B to an Insured evidencing insurance must be for informational purposes only. A “Certificate of Insurance” document issued by B&B does not effect, amend, extend or alter the coverage afforded by Underwriters.
5. New Business: if an application is received more than sixty (60) days prior to the requested effective date, B&B must request a written statement from the applicant attesting that none of the information on or submitted with the application has changed. If any of the material information has changed then the applicant must be requested to complete a new application.
6. Renewals:
 - a) Current claims information to be requested from Underwriters 120 days prior to expiration. If a non renewal is considered appropriate, the notice of non renewal must be completed and sent certified registered mail to the last known address of the Insured. The non renewal notice must be mailed in compliance with the requirements of each state and the policy provisions.
 - b) 90 days prior to expiration, each account not identified for non renewal must be sent an application to complete and return.
 - c) Renewal applications received after the expiration of the policy will be acceptable for up to two weeks (14 days). Any late application between two and four weeks (14-28 days) must provide a “no known claims” letter on the applicants’ letterhead attesting that the Insured is not aware of any claims or incidents that may give rise to a claim, occurring between the expiration date and the date of late application . Late applicants in excess of 28 days must be referred to Underwriters. If the renewal application is not received by the expiration date of the current policy period, B&B must attempt to contact the Insured (or the Insured’s agent) to advise of the potential lapse in coverage.

D. Policy issuance.

1. A policy may only be issued upon receipt of a completed and signed application and upon meeting the underwriting criteria in this manual.
2. All sections of the Declaration Page must be completed; including a listing of all forms attached to the Declaration Page.
3. The Named Insured must be clearly listed on the Declaration Page.

E. Endorsements

1. Subject to individual authority, Underwriters may use the endorsements pre-approved by Underwriters for use in this program at their discretion.

2. Manuscript wordings that broaden coverage or terms must be approved by Underwriters.

F. Cancellation/Non renewal

1. Cancellation and non renewal notification must comply with the policy provisions, unless the policy is otherwise endorsed.
2. Notification of cancellation and non renewal must be sent to the Named Insured at the address last known.
3. Cancellations must be evidenced by a Cancellation endorsement. The original must be sent to the Insured and a copy attached to the underwriting file.

Rating Rules

A. Application of rules

These rules govern the B&B Dentists Professional Liability Program written for Underwriters by B&B

B. Premium rules

1. The premium basis is per Full Time Equivalent (FTE)The rates must be in accordance with the rates and rules shown herein.
2. The premium is computed at policy inception using the rules, rates and rating plans in effect at that time. At each renewal, the premium is computed using the rules, rates and rating plans in effect at that time.
3. The summation of all premium credits cannot exceed 25% for any Insured.
4. Premium rates are annual and are subject to pro-ratio when a policy is issued for other than 12 months. Policies issued for more than eighteen (18)months must be first approved by Underwriters.
5. Premiums are calculated as specified for the respective coverage. Premium amounts are to be rounded to the nearest whole dollar.

AVAILABLE COVERAGES UNDER THIS PROGRAM ARE:

A. Professional Liability on a claims-made basis basis.

Required coverages under professional liability are:

1. Special Extra Expense (HIV);
2. Defense Coverage - Dental Professional Licensing Board; and
3. Employment Practices Liability - \$25,000 per Claim/\$25,000 Aggregate Defense Coverage*

* Note: This is always charged at \$60 per head

4. Defendant's Reimbursement - \$500 per day, and \$5,000 per suit

ELIGIBILITY GUIDELINES

- The general guidelines for eligibility in the National Dental Program are as follows:
- All risks must be located in the United States and its territories (Puerto Rico and the Virgin Islands). This applies to primary and additional locations involved in the doctor's practice.
- Risks classified under class codes I. and VI.
- Dentists must hold a current temporary or permanent dental license in the state(s) of his/her practice. (Exception: Board coverage, States where evidence of insurance is required for licensure).
- Non-licensed dental students must be enrolled in an accredited dental program.
- Dentists must be in an individual or group practice, licensing facility, dental school or State Dental Society.
- If the dentist is a member of a group practice, partnership, or professional corporation or association, or has any ownership interest in the practice, the entire group should be insured with Underwriters under the same policy with the same limits of liability and expiration date.
- If a Group practice, the number of dentists to be eligible for this program shall be 10.
- The dentist must have a favourable loss history.

Existing insureds who no longer meet these requirements are ineligible for coverage at renewal.

INELIGIBLE EXPOSURE /PROCEDURES

- Risks classified under Classes III., IV, IX, X, XI and XII
- Prior Acts over a gap in coverage.
- Any new business submission or renewal for dentists who perform Maxillofacial surgery, plastic surgery, practice anaesthesiology or perform operations under general anaesthetic.
- Any new business submission or renewal for dentists who perform the "Sargenti", paste filled or similar endodontic technique or existing insureds who begin using the technique.
Note: We may consider writing a new business submission or renewal of an existing insured if a letter is submitted indicating that the dentists will no longer perform the "Sargenti", paste filled or similar endodontic technique_ The Specified Procedure Exclusion must be attached to the policy.
- Prior acts over any dentist who has previously performed the Sargenti, paste filled or similar endodontic technique.
- Any dentist who is diagnosing sleep apnea and fabricating sleep apnea devices without the involvement of a physician.
- Elective Cosmetic surgery unrelated to traumatic injury or disease.
(Exception: States that specifically allow botox and derma fillers in the dental practices act.)
- Requests to add additional insureds to faculty policies

- Full-time prison exposure
- Full-time locum tenens
- Emergency Care/Urgent Care Clinics
- Full-time Holistic Dentistry
- Part-time Dental/Oral Surgery Students
- Full-time locum tenens

GUIDELINES

The following criteria have been established as an underwriting tool for the agent/program administrator. Your underwriting and policy issuance authority is addressed below. Underwriters reserve the right to alter these criteria if the situation requires.

This underwriting authority is being granted to Brown & Brown, Inc. Brown & Brown, Inc. has the authority to approve, bind and issue new and renewal policies, as well as to endorse and cancel existing policies in all states, subject to the following:

- Class of Dentist

Only Classes 1., VI, (includes professional corporations, board exam applicants, dental students, locum tenens and volunteer dentists) may be written

Classes III., IV, IX, X, XI and XII are **ineligible** for this program.

The following Codes shall apply under this plan:

Class	Description	Code No.
I.	Dentists who perform dentistry on patients who have been treated with local anaesthesia and/or oral medication and/or nitrous oxide/oxygen sedation and/or conscious sedation. Does not apply to treatment involving any general anaesthesia or deep sedation unless administered in a hospital or state licensed and regulated surgical centre. Also, dental radiologists are included.	80211 & 80253
III.	All oral surgeons. In addition, this applies to dentists as defined in Class 80211 who perform dentistry utilizing general anaesthesia or deep sedation, unless performed in a hospital or state licensed and regulated surgical centre, in which case class 80211 will apply.	80210
IV.	Dental School Faculty – Teaching dentists and graduate students with no intramural practice.	80213
VI.	Professional Corporations or Partnerships	80999
IX.	Dental Anaesthesiologists whose practice does not include deep sedation and/or general anaesthesia.	90100

X.	Dental Anaesthesiologists whose practice includes deep sedation and/or general anaesthesia.	90101
XI.	Volunteer Dentists providing dental services and receiving no remuneration.	72990
XII.	Volunteer Oral Surgeons providing dental services and receiving no remuneration.	72991

- Professional Liability Limits
up to \$2,000,000/\$4,000,000. Higher limits may be available on a referral basis only
- Prior Acts (over prior claims-made policy only)
 - Limits equal to those provided by the prior carrier
 - All other underwriting criteria must be met
 - If limits are increased, a split retro to be applied with Retro Date Inception applying to the first year of such increased limits
- PL Claims History.

Any new or renewal business with any Professional Liability claims or circumstances within the last 5 years must be referred to Underwriters for prior approval

- Experience/Schedule Modifications (refer to state exception pages for guidelines)
- Dismissed Board Actions
- Schedule Rating

Credits/debits must be applied based on sound underwriting judgment. Justification for debit/credit must be documented in the underwriting file.

The schedule credit worksheet is required every 4 years. However, the applications and claims history must be reviewed each year for changes.

Schedule credits are not available for the following accounts:

- New Grad, 1st and 2nd year New Dentists
- Part-time Dentists
- Dentists receiving a leave of absence credit
- Dental School Faculty
- Oral Surgeons
- Multi-Dentist Groups
New Business and Renewals: Up to 9 dentists including independent contractors and employed dentists are not entitled to group credits. 10 or more dentists may be eligible for a 15% group credit.
- If a Gap in coverage, RDI only to be offered with no back dated retro dates
- Treatment for alcoholism, drug abuse, mental illness or other debilitating disease or condition or legal problems within the last 5 years

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and active status. License action can be obtained via Internet or telephone call to the board.

- Reinstatement of coverage only available if full premium paid
- Endorsements
- Cancellation/Rewrites, including:
 - backdate cancellation for duplicate coverage
 - non-payment of premium
 - Policies may be cancelled flat if cancellation is within 30 days of the effective date
 - Statutory requirements and mailing time must be met prior to policy expiration
- Cone Beam /Imaging Services / CAT Scan / MRI device
- Any renewal submission which indicates adverse action during prior policy term (Suspension, probation, Medicare/Medicaid fraud, revocation, prior coverage non-renewal. professional conduct complaints. etc.) to be referred to Underwriters
- All Requests for Backdates of endorsements up to 60 days

Note: Backdating is defined as a request for an effective date that is more than 30 days prior to receipt by Brown & Brown. The request must be within the authority granted to Brown & Brown. No known claims letter is required.

REFERRAL CRITERIA

If any of the following circumstances exist, the application must be reviewed by Underwriters prior to binding. A written document containing all the pertinent details regarding the circumstances (where applicable) must be forwarded with the dentist's application to Underwriters for prior approval on either a new or renewal applicant. Once a specific exposure has been referred and approved, it does not need to be referred again unless there are any changes in the exposure which would include claim(s), board complaint(s), criminal conviction or other adverse action, etc.

- PL Claims History
- Any new or renewal business with any Professional Liability claims or circumstances within the last 5 years must be referred to Underwriters for prior approval
- Multi-Dentist Groups (**Please see Procedure 4120 attached**)
 - New Business and Renewals: 10 or more dentists including independent contractors and employed dentists.
- Dental Associations
 - State dental associations and/or component societies - **New business only**
 - **Renewals-** Refer if claims activity
- Governmental Inquiries
 - All Insurance Department inquiries
 - Government surveys
- All Requests for Backdates in excess of 60 days.

Note: Backdating is defined as a request for an *effective* date that is more than 30 days prior to receipt by Brown & Brown. The request must be within the authority granted to Brown & Brown.

- Unusual Risk Characteristics, including but not limited to:
 - Any risk which would require the development of a manuscript endorsement
 - Items beyond the scope of the company filings. attached

- Any increase *above* authority outlined in Procedure 3000 attached
- Any risk characteristics not listed in the Underwriting Authority granted to Brown & Brown in Procedure 3000
- Any submission that indicates the applicant or insured has been convicted of a crime.

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and active status. License action can be obtained *via* Internet or telephone call to the board.

- Any adverse action (Suspension, probation, Medicare/Medicaid fraud, fee complaints, revocation, prior coverage non-renewal, professional conduct complaints, etc.)

All new business submissions and existing insureds that have or had drug, alcohol or legal problems must have their licensed checked annually for board actions and *active* status. License action can be obtained *via* Internet or telephone call to the board.

- Requests for leave of absence in excess of 180 days
- Large Practices / Unusual Risk(s) (Please see Procedure 4120 attached)
- Requests to decrease PL limits (other than retirement, decrease hours, full-time to part-time)
- Any risk where the principal(s)/ owner(s) is not a dentist
- Dentists practicing as a hygienist (these dentists must be written at the appropriate classification)
- New business submission or renewal of an existing insured who indicates that he will no longer perform the "Sargenti", paste filled or similar endodontic technique. A letter advising of the technique used is required.

Note: Prior Acts is not available for new business and the Specified Procedure Exclusion (GSL 6150-A) must be attached to the policy.

- Requests to add manuscript endorsements, new or existing endorsement. No existing manuscript endorsement should be attached to another policy unless the request has been approved by Underwriters for that specific policy.
- Dental Consulting Services -separate entity providing these services
- Requests to change coverage when there is a pending claim (i.e., add entity, insured, etc.). Authority to add an entity with shared limits only is granted at the Supervisory level if all other underwriting criteria must be met.
- Botox and or dermal fillers. (see authority)
- Cosmetic dermal procedures related to traumatic injury or disease. Any application or documentation that indicates that the dentist performs cosmetic procedures related to a traumatic injury or disease must be referred to Underwriters for review prior to quoting, binding or renewal.

Required Information

The following information must be submitted to be considered for new or renewal coverage:

- Fully Complete Applications

- Full application is required for all new business. This includes a new graduate who owns his practice.
- A full application is required at the next renewal for newly graduated employee dentists or independent contractors who completed the First Year Dentist Application. A renewal application should not be accepted.
- A lifetime renewal application is required each year for renewal policies.
- An account may be non-renewed if current applications are not received.

If there are no changes to the renewal application, the application should be stamped NO CHANGES by the state administrator.

Note: Coverage cannot be bound on incomplete applications or applications completed in pencil.

The following information is required every 4 years:

- A copy of applicant's current business letterhead:
A letterhead is not required for independent contractors, employed dentists or faculty.
- Schedule rating Worksheet (a copy must be in file annually)

All risks must meet the criteria established by Underwriters. (Please refer to the Schedule Credit Requirements Checklist- Procedure 8020 attached)

Note: The loss history must be verified each year to make sure the risk still qualifies for the credit.

License Verification (new and renewal business) or a copy of license (new business only) if website is not available. (see exception Procedure 1000 attached)

All new business submissions and existing insureds that have or had drug, alcohol, criminal or legal problems unrelated to the practice of dentistry or who has been the subject of an investigation or whose license to practice dentistry has been suspended, revoked or placed on probation must have their licensed checked annually for board actions and active status. License action can be obtained via Internet or telephone call to the board.

The following information is required each year:

- Complete claim data for new business, including those claims that are closed without payment, pending or paid. The Supplemental Claim Information Form must be completed for each claim or incident which has occurred.

New Business Submissions- A loss run with 5 years of loss history may be requested if warranted based on review by Brown & Brown and/or Underwriters.

- Evidence of Insurance

Evidence of Insurance for all non-Underwriters insured independent contractors or employee dentists with professional liability insurance separate from the insured. Certificates showing policies, which have expired, are not acceptable.

- Board Transcripts

Any applicant who has been the subject of any type of investigation or whose license to practice has been suspended, revoked or placed on probation, must provide the transcripts from that review and all pertinent information relating to the review i.e.; documentation detailing compliance with conditions, final resolutions, etc. from the investigation agency.

- Impairments

Any applicant who has in the past or currently suffers from a physical or mental impairment, must provide a physician's statement detailing current condition and ongoing treatment. This statement must be updated each year at renewal.

- Part-time Supplement

The supplement is required each year for any applicant who works 20 or less per week and is under age 55. The supplement must be received for all new business or changes from full-time to part-time regardless of age.

The following information is required with the new business or renewal submission if any of these situations are indicated on the application:

- Details regarding changes in the applicant's or insured's hospital privileges. (Not very common among general dentists)
- Details from the investigating agency
Any applicant or insured who is or has been the subject of a criminal investigation or who has been convicted of a crime, license to practice has been suspended, must provide details from investigating agency.

- Insurance History
Any applicant who indicates he has practiced without insurance, had professional liability insurance refused, cancelled or non-renewed, must provide details including the dates and reason.

- Declarations Page from prior carrier

Any applicant who is requesting prior acts must provide a copy of the declaration page or proof of prior acts date.

- Evidence of attendance at one of the Underwriters approved Risk Management Seminars (AAOMS / OMSNIC, AAO, Henry Spenadel Continuing Education Program - Refer to Procedure 8010)
- Cone Beam /Imaging Services / CAT Scan / MRI device. The following information is needed:
 - are radiological services provided for patients other than
 - has a separate entity been set up for this exposure

The differentiation as to "additional insured" and "named insured" is critical. For professional liability, a named insured is afforded separate limits of liability and is indicated on the declarations page or schedule. An entity that is not a named insured has protection available under the policy as an additional insured and must share coverage limits.

Requests to add specific entities as additional insureds or additional named insureds are quite common. Due to the repeated requests of this nature, it is very easy to become complacent and agree to add whatever is requested without fully evaluating the additional exposures.

The coverage for the additional insured is limited to the activities and/or locations of the insured. It is not our intent to provide coverage for the sole negligence of the additional insured. Rather, it is our intent to provide coverage to the additional insured for the vicarious liability arising out of the actions of our insured.

The following information should be used to assist the underwriter in analyzing the additional exposures.

- The reason for the request and the relationship between the named insured and the additional insured.
- The extent of the additional insureds operations and the involvement with the named insured.
- Other coverage available to the additional insured.
- The insured must be required by a written contract or agreement to add the person or organization as an additional insured.

- A "DBA" is not a legal entity therefore it cannot be listed as a named insured. It is acceptable to add "John Doe, DDS d/b/a ABC Dental" using endorsement G-56425. However, "ABC Dental" should not be listed on the policy as a named or additional insured with separate limits.

Corporations/Partnerships coverage is provided to cover the vicarious liability exposure of a professional corporation, partnership or association arising from the practice of dentistry by employees and member dentists. All members of the partnership, corporation or association should be insured by UNDERWRITERS with the same limits of liability and expiration date.

Sole Shareholder Corporations

Solo practitioners who have incorporated their practices operate sole shareholder corporations.

Coverage is provided as follows:

- On a shared limit of liability basis with the principal dentist.
- No additional premium shall be charged.
- On a separate limits of liability basis. (for an additional charge)

Partnerships/Multi-shareholder Corporations

Legal entities with two or more shareholders may be added to the policy to cover the corporation exposures of operating a dental practice. Coverage is provided as follows:

- On a shared limit of liability basis with the principal dentists, in which case no addition premium shall be charged.
- On a separate limits of liability basis. (for an additional 10% premium charge)
- The corporation, partnership or association and all individual practitioners must maintain the same limits of liability and expiration date.

Limited Liability Companies

Limited Liability Companies carry the same risk as the professional corporation or partnership and will be handled the same way as the PC or partnership from an underwriting perspective.

Additional Insured

An additional insured, other than Corporations/Partnerships/Associations, may be added to the policy at a charge of 5% of the policy's Professional Liability charge.

(This charge does not apply to an additional insured who owns or finances leased equipment to the insured.)

A Special Events endorsement (PL) may be added at no additional charge.

Disability/Leave of Absence

A practitioner who becomes disabled, or is on leave of absence for a period of 45 days or more, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. This will apply retroactively to the first day of disability or leave of absence.

Leave of absence may include active duty in the military and time to enhance the practitioner's education, but, does not include vacation time. Active duty military on deployment will receive a 100% reduction in their premium and a suspension of coverage for the deployment period.

Part Time

A part time credit of 50% of the applicable rate will apply to any practitioner who works 20 hours or less per week. This credit will not apply when the first year new dentist premium is charged.

Locum Tenens

Coverage for a practitioner substituting for an insured will be limited to cover only professional services rendered on behalf of an insured for the specified time period. Locum Tenens will share in the insured's limit of liability. There is no additional charge for a period not to exceed 60 days.

Vicarious Liability - Contractors and Non-Insured Employed Dentists

A charge of 10% of the named insured's premium per contractor and non-insured employed dentist will apply for the additional Vicarious Liability assumed by the insured as a result of such situations.

Separate Limits

The separate limit is a single entity limit shared by the corporation, partnership, association, partners, corporate officers and employees combined.

Policy Issuance

The entity must not be named on the declarations page if the entity has shared limits.

Prior Acts (retroactive coverage) will be considered for applicants who have been insured under a claims-made policy. Complete details for the immediately preceding policy must be secured including:

- The named insured
 - Limits of liability
 - Effective date and prior acts date
 - The name of the prior insurance carrier
 - Prior loss history, including reserve amounts
 - A.M. Best rating
 - Warranty statement (for those carriers previously approved by UNDERWRITERS)
- An optional endorsement is available to provide prior acts limits to coincide with lower limits of liability from the insured's previous insurance company.
 - When new entities are formed, the prior acts date should be the date the entity was formed/incorporated. These entities should not have the same prior acts date as the old prior acts date on the policy.

Prior acts is not available in the following situations:

- Over any dentist who previously performed the Sargenti, paste filled or similar endodontic technique
- Over a gap in coverage
- Over a surplus lines carrier, JUA or an Occurrence Plus policy (other than Columbia Casualty)
- Limits higher than those provided by the prior carrier
- Any new business submission or renewal for dentists who perform the "Sargenti", paste filled or similar endodontic technique or existing insureds who begin using the technique.

Note: We may consider writing a new business submission or renewal of an existing insured if a letter is submitted indicating that the dentists will no longer perform the "Sargenti", paste filled or similar endodontic technique. The Specified Procedure Exclusion must be attached to the policy

RATES**Base Rates and Limits**

Base rates are applied on a "per Full Time Equivalent" basis on with a base Policy Limit of \$1,000,000 per claim/\$3,000,000 aggregate as per the table below.

STATES:	Mature Rates	Step 4	Step 3	Step 2	Step 1
AK	\$2,559	2,303	2,076	1,536	825
AL	\$1,899	1,812	1,633	1,208	649
AR	\$945	850	766	567	304
AZ	\$3,281	3,011	2,714	2,008	1,078
CA TERR 1	\$2,950	2,655	2,389	1,770	944
CA TERR 2	\$2,950	2,655	2,389	1,770	944
CA TERR 3	\$2,950	2,655	2,389	1,770	944
CA TERR 4	\$2,950	2,655	2,389	1,770	944
CA TERR 5	\$2,581	2,323	2,090	1,548	826
CO	\$1,431	1,434	1,293	956	514
CT	\$1,868	1,681	1,515	1,121	602
DC	\$2,816	2,535	2,284	1,690	908
DE	\$2,123	1,969	1,774	1,313	705
FL TERR 1	\$7,683	7,028	6,334	4,685	2,516
FL TERR 2	\$5,087	4,949	4,460	3,299	1,772
FL TERR 3	\$3,768	3,667	3,305	2,444	1,313
FL TERR 4	\$2,166	2,331	2,101	1,554	834
FL TERR 5	\$2,548	2,331	2,101	1,554	834
FL TERR 6	\$2,548	2,331	2,101	1,554	834
FL TERR 7	\$3,014	2,756	2,484	1,837	987
GA	\$1,787	1,690	1,523	1,126	605
HI	\$1,464	1,425	1,284	950	510
IA	\$1,551	1,479	1,333	986	529
ID	\$1,885	1,557	1,404	1,038	558
IL TERR 1	\$2,971	2,674	2,410	1,782	957
IL TERR 2	\$1,910	1,719	1,550	1,146	616
IL TERR 3	\$2,593	2,334	2,103	1,556	836
IL TERR 4	\$1,816	1,634	1,473	1,089	585
IN TERR 1	\$1,536	1,499	1,351	999	537
IN TERR 2	\$615	600	541	400	215
IN TERR 3	\$615	1,875	1,690	1,250	671
KS	\$1,927	1,079	972	719	386
KY	\$1,163	2,517	2,269	1,678	901

LA TERR 1	\$2,741	2,051	1,848	1,367	734
LA TERR 2	\$2,234	1,715	1,546	1,143	614
MA	\$1,868	2,089	1,883	1,393	748
MD	\$2,322	1,684	1,517	1,123	603
ME	\$1,871	2,484	2,239	1,656	889
MI TERR 1	\$2,680	1,892	1,705	1,261	677
MI TERR 2	\$2,041	998	899	665	357
MN	\$1,087	1,517	1,367	1,011	543
MO TERR 1	\$1,636	1,364	1,229	909	488
MO TERR 2	\$1,472	1,665	1,500	1,110	596
MS	\$1,850	1,131	1,019	754	405
MT	\$1,257	1,129	1,018	753	404
NC	\$1,218	1,149	1,036	766	411
ND	\$1,277	985	888	657	353
NE	\$1,094	1,559	1,405	1,039	558
NH	\$1,925	3,475	3,132	2,317	1,244
NJ TERR 1	\$3,782	2,778	2,503	1,852	994
NJ TERR 2	\$3,026	1,913	1,724	1,276	685
NM	\$2,065	3,572	3,219	2,381	1,279
NV	\$3,816	6,691	6,031	4,461	2,396
NY TERR 1	\$7,435	4,875	4,393	3,250	1,745
NY TERR 2	\$5,416	3,185	2,870	2,123	1,140
NY TERR 3	\$3,539	1,500	1,352	1,000	537
OH TERR 1	\$1,618	1,495	1,348	997	535
OH TERR 2	\$1,618	1,519	1,369	1,012	544
OH TERR 3	\$1,618	4,196	3,782	2,798	1,502
OH TERR 4	\$1,618	3,147	2,836	2,098	1,127
OK	\$2,077	3,016	2,718	2,010	1,080
OR	\$1,638	2,147	1,935	1,432	769
PA TERR 1	\$4,633	1,321	1,191	881	473
PA TERR 2	\$3,497	1,652	1,488	1,101	591
PA TERR 3	\$3,351	1,151	1,037	767	412
PA TERR 4	\$2,386	2,248	2,026	1,499	805
PA TERR 5	\$1,468	1,339	1,207	893	479

PA TERR 6	\$1,835	1,191	1,074	794	427
RI	\$2,498	1,962	1,768	1,308	703
SC	\$1,390	1,224	1,103	816	438
SD	\$1,285	1,224	1,103	816	438
TN	\$2,116	1,224	1,103	816	438
TX TERR 1	\$1,360	1,332	1,200	888	477
TX TERR 2	\$1,360	2,018	1,819	1,346	723
TX TERR 3	\$1,360	5,017	4,521	3,344	1,796
TX TERR 4	\$1,480	1,274	1,148	849	456
TX TERR 5	\$2,243	5,017	4,521	3,344	1,796
TX TERR 6	\$5,574	1,047	943	698	375
TX TERR 7	\$1,416	1,267	1,142	845	454
TX TERR 8	\$5,574	1,089	981	726	390
UT	\$1,255	989	891	659	354
VA TERR 1	\$1,381	2,664	2,401	1,776	954
VA TERR 2	\$1,186	668	602	445	239
VA TERR 3	\$1,078	1,953	1,757	1,294	708
VI	\$2,960	1,395	1,258	930	500
VT	\$720	2,415	2,176	1,610	865
WA	\$2,045	1,930	1,739	1,287	691
WI	\$1,551	2,303	2,076	1,536	825
WV	\$2,683	1,812	1,633	1,208	649
WY	\$2,062	850	766	567	304

SUPPLEMENTAL MODIFICATIONS -

Any modifications developed under subitems A. and B. shall be summed and applied as a single factor.

A. Schedule Rating

Based on the following individual risk characteristics, the maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%: Credit

	Credit	Debit
Procedure Mix		
Applicable to practitioners whose procedures or practice specialties are primarily concentrated in areas other than their practice classification and/or specialty.	0 – 25%	0 – 25%
Exposure Modification		
Applicable to those insureds who have an increased or reduced exposure.	0 – 25%	0 – 25%
Unusual Risk Characteristics	0 – 25%	0 – 25%

Loss Prevention / Risk Management

5-10%

XX

A credit will be applied to the dentist's classification Rate applicable to each dentist who attends an approved loss prevention/risk management workshop or successfully completes an approved home study course. This credit will be applied for 3 consecutive years.

X

C. Experience Rating

Based on the claim history of an individual practitioner over the preceding five year period, a debit will be applied to the classification rate. If there is claim activity during the last 5 years, the preceding 5 years would be reviewed. Criteria used to determine the application of such debits shall include claim history including a review of a combination of cause of loss, frequency, severity, indemnity payments, expenses and reserves. Such debits, if applied, shall apply on a one year basis and will be subject to annual review.

EXTENDED REPORTING PERIOD COVERAGE

- A. The extension period is unlimited as respects time. The availability of Extended Reporting Period Coverage shall be governed by the following rules:

1. The limits of liability will not exceed the lowest limits of liability in force for the last 12 month policy period.
 2. Extended Reporting Period Coverage will be available to all named insureds shown on the Declarations page of this policy. Should an insured terminate association with an entity, coverage will also be offered for the liability of the entity provided that such entity was also insured by this Company.
 3. Should the entity terminate coverage under the policy, the entity may purchase this coverage by giving the Company written notice, within 60 days, of its intent to purchase, and paying the appropriate premium.
 4. Upon termination of coverage under this policy by reason of death or disability, the insured's unearned premium for this coverage will be waived and Extended Reporting Period Coverage will be granted for no additional charge.
 5. There will be no charge for Extended Reporting Period Coverage in the event of retirement and provided the insured is at least 55 years of age and has been continuously insured by Underwriters for at least 5 consecutive years.
- This shall apply to all insureds otherwise qualifying for such coverage.
6. The Prior Acts date of coverage with this Company will determine the years of prior exposure in calculation of Extended Reporting Period Coverage.
 7. Premium must be paid promptly when due. Premium may be paid in advance, or in three annual installments.
 8. In the event the policy is canceled, any return premium due the insured shall be credited toward the premium for Extended Reporting Period Coverage, if the insured elects this coverage. If any premium is due for the period of time between the earlier of the policy's Prior Acts date or effective date and the termination date, any monies received by the Company from the insured shall first be applied to the premium owing for the policy and then to the Extended Reporting Period endorsement.
 9. The factors in the following table shall be applied to the mature claims-made rate in effect at the inception of the last claims-made policy.

Years of Prior Claims-Made Coverage

	Installment Factors			Prepaid Factors
	1st year	2nd year	3rd year	
1	.31	.23	.30	.79
2	.51	.35	.46	1.23
3	.61	.49	.46	1.45
4 or more	.73	.49	.46	1.57

- B. A one year extended reporting period for the Employment Practices Liability (EPL) Defense Only coverage available. The associated factor, as shown on the state rate/exception pages, is applied to the annual EPL premium

INCREASED LIMIT FACTORS

Higher limits on claims-made policies may be elected up to a maximum liability limit of \$5,000,000 per claim/\$8,000,000 aggregate on the following basis:

Increased Limit Factor	Classes	
Limits of Liability	All Other	III & X
\$1,000,000/3,000,000	1.02	1.02
\$2,000,000/3,000,000	1.16	1.19
\$2,000,000/4,000,000	1.176	1.206
\$2,000,000/6,000,000	1.204	1.234
\$3,000,000/3,000,000	1.26	1.3
\$3,000,000/6,000,000	1.308	1.348
\$4,000,000/4,000,000	1.325	1.375
\$5,000,000/5,000,000	1.375	1.425
\$5,000,000/6,000,000	1.391	1.441
\$5,000,000/8,000,000	1.424	1.474

DEDUCTIBLE

The following deductibles apply to indemnity only on a per claim basis. The premium credits will apply to PL premium only.

PL Deductible	PL Premium Credit
\$5,000	4.1 %
10,000	6.9 %
15,000	9.1 %
25,000	12.7 %
50,000	18.5 %
75,000	22.1 %
100,000	24.7 %
250,000	31.7 %

Country Wide Schedule Rate Factors

ST AT E	CREDITS - PL	EPLI	AS SO C CR ED IT	IRPM	PDF for PL
AK	Schedule Rating will not exceed 25%.	Up to \$750,000*	5%	Deleted in its entirety and not replaced.	0.856
AL	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.904
AR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Minimum limits of \$500,000 up to \$1,000,000	5%	May not exceed 40%.	0.834
AZ	All insureds are eligible for the schedule rating plan. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claims Free Credit - A 15% credit applies when no claim of \$500 or more incurred indemnity and ALAE in the last 6 yrs and no more than 2 claims in the last 5 years. Note: a combination of a max of 2 claims is allowable for this discount. A claim-free credit of 10% shall apply when no claim of \$500 or more incurred indemnity and ALAE in the last 3 yrs and no more than 2 claims in the last 5 yrs. Note: a combination of max of 2 claims is allowable for this discount. CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10%	CCC CW Filing: May not exceed 25%.	0.978
CA	Note: a combination of max of 2 claims is allowable for this discount. CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	1.000
CO	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.965
CT	Claim Free Credit - A 15% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.966

DC	Claim Free Credit - A 10% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$2,500. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.940
DE	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Schedule Credit - In order to be eligible for schedule rating, the annual manual premium for an insured must be at least \$1,000. In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000. New Dentist Discount: 75% first year, 60% second year, 25% third year and 10% fourth year.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%. In order to be eligible for schedule rating, the annual manual premium for an insured must be at least \$1,000. In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000.	0.910
FL		Up to \$1,000,000		In addition, a credit given under the schedule rating provisions of this plan may not result in a modified premium of less than \$1,000.	0.956
GA	Schedule Rating will not exceed 15%.	Up to \$1,000,000		May not exceed 40%.	0.908
HI	Schedule rating is deleted and shall not apply. Injectable Neurotoxins & Derm fillers provided on CM basis for a charge of \$2,000.	Up to \$1,000,000		Deleted and shall not apply.	0.824
IA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 10% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.909
ID	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	5%	May not exceed 40%.	0.946

IL	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		May not exceed 40%.	0.860
IN	May not exceed +/- 50%.	Up to \$1,000,000		May not exceed 40%.	0.832
KS	Schedule Rating will not exceed 25%. The application of rate modifications shall apply in accordance with Kansas Senate Bill 539. (i.e. +/- 25%) *See state pages for specifics. \$50 charge for Locum Tenens coverage. Injectable Neurotoxins & Derm fillers provided on a CM basis for a charge of \$2,000.	Up to \$1,000,000		May not exceed 40%. The application of rate modifications shall apply in accordance with Kansas Senate Bill 539. *See state pages for specifics.	0.925
KY	Schedule Rating will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 40%.	0.952
LA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.946
MA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.966
MD	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	CCC CW Filing: May not exceed 25%.	0.957
ME	Schedule Rating will not exceed 40%.	Up to \$1,000,000	5%	May not exceed 40%.	0.884
MI	Claim Free Credit - A 15% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10%	CCC CW Filing: May not exceed 25%.	1.000
MN	Claims Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000 *		May not exceed 40%.	0.834
MO	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.920

MS	Claim Free Credit - A 10% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000. Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Schedule Rating will not exceed 40%. Claim Free Credit - A credit applies to the premium for each dentist who has had no demand for money or services naming the insured and alleging a dental incident for: At least 3 years, but less than 5 years @ 5% ; At least 5 years, but less than 8 years @ 10% ; At least 8 years @ 15%.	Up to \$1,000,000		May not exceed 40%.	0.909
MT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Minimum limits of \$500,000 up to \$1,000,000	5%	May not exceed 40%.	0.930
NC	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 40%.	0.799
ND	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	10 %	CCC CW Filing: May not exceed 25%.	0.816
NE	Schedule Rating will not exceed 40%.	Up to \$1,000,000	10 %	May not exceed 40%.	0.837
NH	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 40%.	0.882
NJ	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. *Credit of 1% will apply for insureds who elect to waive the consent to settle provision.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.952
NM	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000 * *EPL not available	5%	CCC CW Filing: May not exceed 25%.	0.901
NV	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. A 10% credit applies to the PL rate for each of the past 5 years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.968
NY	Claims Free Credit - A 15% credit shall be applied. Schedule Rating is deleted and not replaced. Risk Management credit of 10%.	*EPL Not available	10 % NY CD S	May not exceed 15%.	0.900
OH	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		CCC CW Filing: May not exceed 25%.	0.944

OK	Schedule Rating will not exceed 40%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.835
OR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.954
PA	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.951
PR	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	Deleted	0.800
RI	Schedule Rating will not exceed 40%.	Up to \$1,000,000	10 % May not exceed 40%. Not available in Tier 1 & 2	0.952
SC	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 40%.	0.854
SD	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5% CCC CW Filing: May not exceed 25%.	0.834
TN	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	May not exceed 50%.	0.949
TX	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.91
UT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%. Claim Free Credit - A 15% credit applies to the Professional Liability rate for each dentist who, for each of the past five years, has had no claims with an incurred indemnity amount greater than \$5,000.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.910
VA	Schedule Rating will not exceed 25%.	Up to \$1,000,000	May not exceed 40%.	0.851
VI	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	CCC CW Filing: May not exceed 25%.	0.821
VT	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	Credits may not exceed 25% and the debits may not exceed 40%.	0.742

W	Schedule Rating will not exceed 25%. Claim				
A	Free Credit - A 10% credit applies to the premium for each dentist which, for the past five years, has had no claims with a paid indemnity claim excess of \$2,000 or an indemnity reserve in excess of \$10,000.	Up to \$1,000,000 *		Deleted and not replaced.	0.950
WI	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000		May not exceed 40%.	0.922
W	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 40%.	0.891
V					
W	CCC CW Filing: Schedule Rating. The maximum debit or credit produced by the addition of the debit and/or credit will not exceed 25%.	Up to \$1,000,000	5%	May not exceed 40%.	0.622
Y					

NATIONAL DENTAL PROGRAM

PROCEDURE 4120

LARGE PRACTICE EXPOSURE

A large practice exposure refers to any dental practice/facility involving ten or more dentists. The relationship can range from a corporate ownership involving all dentists to a dentist utilizing the services of nine or more independent contractors.

Circumstances

Large Practice exposures are becoming more prevalent over the recent years due to changes in the dental industry. This type of exposure needs to be carefully evaluated and underwritten.

Procedures

- Employed dentists must be insured with Underwriters at the time of submission of owner/applicant. If not, we must receive a letter from the employee stating his policy's expiration date and his agreement to come with Underwriters at the time his policy expires.

- An independent contractor working for the owner/applicant must provide a Certificate of Insurance showing professional liability limits equal to or greater than the insured.
- Both new and renewal business needs to be evaluated for the number of dentists involved and the relationship of the doctors clarified. A Large Practice questionnaire must be completed.
- If it is determined that there are more than fifteen dentists involved in a practice or dental facility, the submission needs to be referred to Brown Underwriting. This includes all exposures regardless of the fact that we are only considering writing the principal dentist who utilizes the services of independent contractors

NOTE: All partners, employees, or members of the group with a legal interest in the practice must be written with Underwriters.

- If multiple legal entities are requesting coverage, complete details of the entities must be provided.

NATIONAL DENTAL GUIDELINES

PROCEDURE 1000

ELIGIBILITY GUIDELINES

Guidelines

The general guidelines for eligibility in the National Dental Program are as follows:

- * • All risks must be located in the United States and its territories (Puerto Rico and the Virgin Islands). Coverage is not available in Massachusetts, Texas or California. This applies to primary and additional locations involved in the doctor's practice.

Note: We are unable to issue a policy if the mailing address is outside of the United States.

- Dentists must hold a current dental license in the state(s) of his/her practice. (Exception: Board coverage).
- Dentists who practice in multiple states require additional underwriting analysis. The policy will be issued in the state where the dentist primary practice is located which is determined by the percentage of practice time at each location and rated based on 25% or more of practice time in higher rated territory.
- ☐ Non-licensed dental students must be enrolled in an accredited dental program.
- Dentists must be in an individual or group practice, licensing facility, dental school or State Dental Society.
- If the risk is a dental school, all students and faculty must be insured by UNDERWRITERS under the school policy.
- If the dentist is a member of a group practice, partnership, or professional corporation or association, or has any ownership interest in the practice, the entire group must be insured with UNDERWRITERS under the same policy with the same limits of liability and expiration date. This requirement may be waived for independent contractors and employed dentists.

Under the Uniform Partnership Act, which has been enacted in almost every state, a partnership is liable for the acts and omissions of a partner acting in the ordinary course of the partnership business. In addition, all partners are jointly and severally liable for these kinds of partnership obligations. This means that if a dentist, who is a member of a partnership, commits a negligent act while treating a patient, then all of the other partners are equally liable for such negligent act. Limited Liability Partnerships and

Corporations carry the same risks as a partnership and Corporation and will be underwritten and insured the same.

- * • The dentist must have a favorable loss history.

Existing insureds who no longer meet these requirements are ineligible for coverage at renewal.

NATIONAL DENTAL PROGRAM

PROCEDURE 8010

PREMIUM CREDITS

Most insureds have a number of premium credits available to them. These credits are applied to the professional liability premium, change of exposure additional charge and extended reporting period premium. If more than one credit applies, the credits are multiplied together rather than added together.

The following are the available premium credits.

NEW DENTIST CREDIT

A "new dentist" is defined by the UNDERWRITERS filing as a student who has completed his training in dentistry within the **previous** twelve (12) months from the license date, an experienced military dentist who within twelve months of honorable military discharge enters full-time practice, or a foreign graduate of a 4 year program from an accredited U.S. dental school enters full-time practice.

The new dentist discount is to be utilized for those dentists just entering practice and are eligible under the established guidelines for the credit.

- Dentists who have provided professional services for the military as independent contractors are not eligible.
- Military dentists who have had any private practice while in the military are not eligible for this credit.

The following credits will apply:

50% of the first year in practice
25% of the second year in practice
15% of the third year in practice
10% of the fourth year in practice

Please refer the state exception pages for the credits applicable in each state.

Procedures

- The dentist's application needs to be reviewed carefully as to employment history and current status to confirm the discount is appropriate. The State Administrator may, in questionable instances, need to confirm the dentist's graduation date from dental school. Foreign dentists graduating from an accredited dental school must provide a copy of their U.S. dental school diploma.

- If the dentist is given the first year discount, he is not eligible for the part-time credit.
- Military dentist who within six months of honorable military discharge are not required to submit their discharge papers for application of the credit.

PART-TIME CREDIT

A part-time rate of 50% of the applicable rate will apply to any dental practitioner who works 20 hours or less per week. **This credit does not apply if the first year new dentist credit has been applied.**

Procedures

- Requests for part-time consideration require completion of the Part-Time Supplement by the insured.
- Part-time rating requires a dentist's practice be limited to 20 hours or less per week. Practice time includes consulting, paperwork, lab time, hospital hours, residency hours, etc.
- Premium is 50% of Professional Liability Premium. **MINIMUM PREMIUMS MUST BE ADHERED TO FOR ANY EXCESS LIMITS PURCHASED.**
- If hospital/residency hours are not a consideration towards part-time rating due to insurance being provided for this exposure, we will need documentation provided by the hospital (i.e., Certificate of Insurance showing dentist as insured). If appropriate, we **may** approve part-time rating but exclude the residency/hospital exposure.
- *• Insureds receiving the part-time credit are required to complete the Part-time supplement at each renewal.
- If full time practice exposure for prior years applies, the Change of Classification formula will be utilized. A one time additional premium endorsement will apply at policy issuance or when exposure changes from full-time to part-time.
- If full time practice exposure for prior years applies, the Change of Classification formula will be utilized. A one time additional premium endorsement will apply at policy issuance or when exposure changes from full-time to part-time.

The additional premium as a result of the change of classification may be reduced by a Scheduled Vesting Credit. The percentage for this credit is based on the number of years the dentists has been insured with UNDERWRITERS. (See Change of Exposure – Procedure 6010)

Note: Some states require a dentist to cancel his coverage, purchase Extended Reporting coverage and rewrite to a new policy.

- The Change of Classification formula will be waived
 - if the dentist has reached the age of 60 years old and has five years of continuous coverage with UNDERWRITERS.
 - when the dentist is reducing his hours because he is returning to school to pursue specialty training.
- Class IV dentists are not eligible for part-time rates.

LOSS PREVENTION/RISK MANAGEMENT CREDIT

A credit will be applied to the dentist's classification rate applicable to each dentist who

attends an approved loss prevention/ risk management workshop or successfully completes the UNDERWRITERS home study course. This credit will be applied for three consecutive years.

The following carrier's Risk Management seminars are eligible for credit:

AAOMS	7.5% - 3 years
Hartford	7.5% - 3 years
AAO	7.5% - 1 year
DSSNY	7.5% - 1 year
Princeton	5% - 1 year

Documentation of attendance at one of the approved risk management seminars or successful completion of the UNDERWRITERS home study course should be in the underwriting file.

FAGD and MAGD CREDIT

A credit of 3% will be applied to the dentist's classification rate applicable to each dentist who has a FAGD designation.

A credit of 5% will be applied to the dentist's classification rate applicable to each dentist who has a MAGD designation.

DISABILITY/LEAVE OF ABSENCE

Dentists who become temporarily disabled or are on a leave of absence for a period of 45 days or more, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. If the leave of absence is to extend 180 days, the UNDERWRITERS underwriter must be notified so that UNDERWRITERS may elect to extend the leave of absence coverage.

Coverage is not available to locum tenens substituting for the insured dentist while he or she is on a leave of absence.

The Leave of Absence Endorsement may be issued immediately if the exact return date is known. Otherwise the policy will not be adjusted until proper notification is given of the dentist's resumption of practice. The endorsement may also be amended to accommodate any changes in the actual leave period, which has to be a minimum of 45 days. If the leave extends into another policy term, separate endorsements are required for each policy term.